

STATE OF NORTH CAROLINA

File No.

DURHAM County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
Annette M. Haves
3402 Wescott Drive NW Unit A

Wilson NC 27896

Name And Address Of Plaintiff 2
BY 77

GENERAL

CIVIL ACTION COVER SHEET
INITIAL FILING SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

T. Greg Doucette
311 E Main Street

VERSUS

Name Of Defendant 1
Self-Help Services Corporation d/b/a Self-Help Credit Union
c/o Martin D. Eakes, Registered Agent
301 W. Main Street
Durham NC 27701

Durham NC 27701-3717

Telephone No. Cell Telephone No.
(919) 998-6993 (919) 606-7158

NC Attorney Bar No. Attorney E-Mail Address
44351 greg@tgdlaw.com

Summons Submitted Yes No

Initial Appearance in Case Change of Address

Name Of Defendant 2
Roundpoint Mortgage Servicing Corporation
c/o Corporation Service Company, Registered Agent
327 Hillsborough Street
Raleigh NC 27603

Name Of Firm
The Law Offices of T. Greg Doucette, PLLC

FAX No.
(866) 794-7517

Summons Submitted Yes No

Counsel for
All Plaintiffs All Defendants Only (List party(ies) represented)

Jury Demanded In Pleading
Complex Litigation

Amount in controversy does not exceed \$15,000
Stipulate to arbitration

TYPE OF PLEADING

- (check all that apply)
Amend (AMND) Assess Motions Fee (SEE NOTE)
Amended Answer/Reply (AMND-Response) Assess Motions Fee (SEE NOTE)
Amended Complaint (AMND) Assess Motions Fee
Answer/Reply (ANSW-Response) (SEE NOTE)
Change Venue (CHVN) Assess Motions Fee
Complaint (COMP)
Confession Of Judgment (CNFJ)
Consent Order (CONS)
Consolidate (CNSL) Assess Motions Fee
Contempt (CNTP) Assess Motions Fee
Continue (CNTN) Assess Motions Fee
Compel (CMPL) Assess Motions Fee
Counterclaim (CTCL) Assess Court Costs
Crossclaim (List On Back) (CRSS) Assess Court Costs
Dismiss (DISM) Assess Court Costs
Exempt/Waive Mediation (EXMD) Assess Motions Fee
Extend Statute Of Limitations, Rule 9 (ESOL) Assess Motions Fee
Extend Time For Complaint (EXCO) Assess Motions Fee

- (check all that apply)
Failure To Join Necessary Party (FJNP) Assess Motions Fee
Failure To State A Claim (FASC)
Improper Venue/Division (IMVN) Assess Motions Fee
Intervene (INTR) Assess Motions Fee
Interplead (OTHR) Assess Motions Fee
Lack Of Jurisdiction (Person) (LJPN) Assess Motions Fee
Lack Of Jurisdiction (Subject Matter) (LJSM) Assess Motions Fee
Rule 12 Motion In Lieu of Answer (MDLA) Assess Motions Fee
Sanctions (SANC) Assess Motions Fee
Set Aside (OTHR) Assess Motions Fee
Show Cause (SHOW) Assess Motions Fee
Transfer (TRFR) Assess Motions Fee
Third Party Complaint (List Third Party Defendants on Back) (TPCL)
Vacate/Modify Judgment (VCMD) Assess Motions Fee
Withdraw as Counsel (WDCN) Assess Motions Fee
Other (specify and list each separately)

NOTE: See Side Two for a list of motions not subject to the motions fee.

NOTE: Assess fee only if court permission is required to amend.

CLAIMS FOR RELIEF

- Administrative Appeal (ADMA)
Appointment Of Receiver (APRC)
Attachment/Garnishment (ATTC)
Claim And Delivery (CLMD)
Collection On Account (ACCT)
Condemnation (CNDM)
Contract (CNTR)
Discovery Scheduling Order (DSCH)
Injunction (INJU)
Medical Malpractice (MDML)
Minor Settlement (MSTL)
Money Owed (MNYO)
Negligence - Motor Vehicle (MVNG)
Negligence - Other (NEGO)
Motor Vehicle Lien G.S. 44A (MVLN)
Limited Driving Privilege - Out-Of-State Convictions (PLDP)
Possession Of Personal Property (POPP)
Product Liability (PROD)
Real Property (RLPR)
Specific Performance (SPPR)
Other (specify and list separately)
15USC1692, 42USC1983, NC UDTPA, 14 others

Date
08/25/2013

Signature Of Attorney/Party

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet. (Over)

**DO NOT CHARGE MOTIONS FEE**

Assess Costs (COST) Including Attorney's Fees (ATTY)  
Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)  
Modification Of Child Support In IV-D Actions (MSUP)  
Notice Of Dismissal With Or Without Prejudice (VOLD)  
Petition To Sue As Indigent (OTHR)

**DO NOT CHARGE MOTIONS FEE. FEES IN G.S. 7A-308 APPLY**

Assert Right Of Access (ARAS)  
Substitution Of Trustee (Judicial Foreclosure) (RSOT)  
Supplemental Procedures (SUPR)

**DO NOT CHARGE MOTIONS FEE. OTHER FEES APPLY**

Motion For Out-of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out Of State Attorney/Pro Hac Vice Fee)  
Request For Subpoena By Out-Of-State Attorney

No.	<input type="checkbox"/> Additional Plaintiff(s)	
No.	<input checked="" type="checkbox"/> Additional Defendant(s) <input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
3	FIVE BROTHERS MORTGAGE COMPANY SERVICES AND SECURING INC.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	DOUGLAS ALLAN STUART a/k/a "D.A. STUART"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

*Plaintiff(s) Against Whom Counterclaim Asserted*

*Defendant(s) Against Whom Crossclaim Asserted*



STATE OF NORTH CAROLINA

File No.

DURHAM County

In The General Court Of Justice

District  Superior Court Division

FILED  
2013 AUG 26 3 4 18

Name Of Plaintiff  
Annette M. Hayes  
Address  
3402 Wescott Drive NW Unit A  
City, State, Zip  
Wilson NC 27896

**CIVIL SUMMONS**  
 ALIAS AND PLURIES SUMMONS (ASSESS FEE)  
G.S. 1A-1, Rules 3, 4

**VERSUS**  
Name Of Defendant(s)  
Self-Help Services Corporation d/b/a Self-Help Credit Union,  
Roundpoint Mortgage Servicing Corporation, Five Brothers  
Mortgage Company Services and Securing, Inc., Douglas Allan  
Stuart a/k/a "D.A. Stuart"

Date Original Summons Issued  
08-26-2013  
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1  
Self-Help Services Corporation d/b/a Self-Help Credit Union  
c/o Martin D. Eakes, Registered Agent  
301 W. Main Street  
Durham NC 27701

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
- 2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)  
T. Greg Doucette  
The Law Offices of T. Greg Doucette, PLLC  
311 E. Main Street  
Durham NC 27701-3717

Date Issued  
AUG 26 2013  
Time  
4:18  
 AM  
 PM  
Signature  
Taelor Fields  
 Deputy CSC  Assistant CSC  Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)  
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement  
Time  
 AM  
 PM  
Signature  
 Deputy CSC  Assistant CSC  Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.



**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (Type Or Print)
Date Of Return	County Of Sheriff



STATE OF NORTH CAROLINA

File No.

DURHAM County

In The General Court Of Justice

District  Superior Court Division

Name Of Plaintiff

Annette M. Hayes

Address

3402 Wescott Drive NW Unit A

City, State, Zip

Wilson NC 27896

VERSUS

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

Name Of Defendant(s)

Self-Help Services Corporation d/b/a Self-Help Credit Union, Roundpoint Mortgage Servicing Corporation, Five Brothers Mortgage Company Services and Securing, Inc., and Douglas Allan Stuart a/k/a "D.A. Stuart"

Date Original Summons Issued

08-26-2013

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Roundpoint Mortgage Servicing Corporation  
c/o Corporation Service Company, Registered Agent  
327 Hillsborough Street  
Raleigh NC 27603

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
- 2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

T. Greg Doucette  
The Law Offices of T. Greg Doucette, PLLC  
311 E. Main Street  
Durham NC 27701-3717

Date Issued

AUG 26 2013

Time

4:18

AM

PM

Signature

Taylor Fields

Deputy CSC

Assistant CSC

Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM

PM

Signature

Deputy CSC

Assistant CSC

Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.



**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason.

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (Type Or Print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>



STATE OF NORTH CAROLINA

File No.

DURHAM County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Annette M. Hayes
Address: 3402 Wescott Drive NW Unit A
City, State, Zip: Wilson NC 27896

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

VERSUS

Name Of Defendant(s): Self-Help Services Corporation d/b/a Self-Help Credit Union, Roundpoint Mortgage Servicing Corporation, Five Brothers Mortgage Company Services and Securing, Inc., and Douglas Allan Stuart a/k/a "D.A. Stuart"

Date Original Summons Issued: 08-26-2013
Date(s) Subsequent Summons(es) Issued:

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Five Brothers Mortgage Company Services and Securing Inc. c/o Corporation Service Company, Registered Agent 327 Hillsborough Street Raleigh NC 27603

Name And Address Of Defendant 2:

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff): T. Greg Doucette, The Law Offices of T. Greg Doucette, PLLC, 311 E. Main Street, Durham NC 27701-3717

Date Issued: AUG 26 2013, Time: 4:18 PM, Signature: Taelor Fields, Deputy CSC

ENDORSEMENT (ASSESS FEE) This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement, Time, Signature, Deputy CSC, Assistant CSC, Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.



**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

---

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

---

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason.

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (Type Or Print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>



STATE OF NORTH CAROLINA

File No.

DURHAM County

In The General Court Of Justice

District  Superior Court Division

Name Of Plaintiff

Annette M. Hayes

Address

3402 Wescott Drive NW Unit A

City, State, Zip

Wilson

NC

27896

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

VERSUS

Name Of Defendant(s)

Self-Help Services Corporation d/b/a Self-Help Credit Union, Roundpoint Mortgage Servicing Corporation, Five Brothers Mortgage Company Services and Securing, Inc., and Douglas Allan Stuart a/k/a "D.A. Stuart"

Date Original Summons Issued

08-26-2013

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Douglas Allan Stuart a/k/a "D.A. Stuart"  
408 S. William Street

Goldsboro

NC

27530

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

T. Greg Doucette

The Law Offices of T. Greg Doucette, PLLC

311 E. Main Street

Durham

NC 27701-3717

Date Issued

AUG 26 2013

Time

4:18

AM

PM

Signature

Taylor Fields

Deputy CSC

Assistant CSC

Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM

PM

Signature

Deputy CSC

Assistant CSC

Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.



**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason.

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (Type Or Print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>



STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

COUNTY OF DURHAM

2013

FILE NO.: 13 CVS \_\_\_\_\_

ANNETTE M. HAYES,  
Plaintiff,

DURHAM  
BY TT

v.

SELF-HELP SERVICES CORPORATION )  
d/b/a SELF-HELP CREDIT UNION, )  
ROUNDPOINT MORTGAGE SERVICING )  
CORPORATION, FIVE BROTHERS )  
MORTGAGE COMPANY SERVICES AND )  
SECURING INC., and DOUGLAS ALLAN )  
STUART a/k/a "D.A. STUART", )  
Defendants. )

VERIFIED COMPLAINT  
(JURY TRIAL DEMANDED)

[COMP]

NOW COMES the Plaintiff Annette M. Hayes, by and through undersigned counsel

T. Greg Doucette, and complains of the above-captioned Defendants as follows:

I. PARTIES

1. The Plaintiff Annette M. Hayes ("Plaintiff"), an unmarried African-American female, is a resident and citizen of Wilson County, North Carolina, with her principal residence at 3402 Wescott Drive NW, Unit A, Wilson, North Carolina in a small, 20-unit planned community known as The Pines.

2. At all times relevant to the causes of action herein, Plaintiff has been employed full-time as a business analyst with financial institution Branch Banking and Trust Company ("BB&T").

3. Upon information and belief, the Defendant Self-Help Services Corporation d/b/a Self-Help Credit Union ("Defendant SHCU") is a North Carolina corporation duly authorized to



conduct business in this State, with its principal office at 301 W Main Street, Durham, North Carolina.

4. Upon information and belief, Defendant SHCU is a debt collector within the meaning of N.C. Gen. Stat. § 75-50(3), an entity engaging, directly or indirectly, in debt collection from a consumer.

5. Upon information and belief, the Defendant RoundPoint Mortgage Servicing Corporation (“Defendant RoundPoint”) is a Florida corporation duly authorized to conduct business in this State, with its principal North Carolina office at 5032 Parkway Plaza Boulevard, Suite 200, Charlotte, North Carolina.

6. Upon information and belief, Defendant RoundPoint is a debt collector within the meaning of 15 U.S.C. § 1692a, an entity that uses the instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of debts and that regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

7. Upon information and belief, Defendant RoundPoint is also a collection agency within the meaning of N.C. Gen. Stat. §§ 58-70-15 and 58-70-90(1), as *(i)* an entity directly or indirectly engaged in soliciting, from more than one person, delinquent claims of any kind owed or due or asserted to be owed or due the solicited person, and *(ii)* an entity directly or indirectly engaged in the asserting, enforcing or prosecuting of those claims; or, in the alternative, Defendant RoundPoint is a debt collector within the meaning of N.C. Gen. Stat. § 75-50(3), an entity engaging, directly or indirectly, in debt collection from a consumer.

8. Upon information and belief, the Defendant Five Brothers Mortgage Company Services and Securing Inc. (“Defendant Five Brothers”) is a Michigan corporation duly



authorized to conduct business in this State, with its principal office at 14156 Eleven Mile Road, Warren, Michigan.

9. Upon information and belief, Defendant Five Brothers is a debt collector within the meaning of 15 U.S.C. § 1692a, an entity that uses the instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of debts and that regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

10. Upon information and belief, Defendant Five Brothers is also a collection agency within the meaning of N.C. Gen. Stat. §§ 58-70-15 and 58-70-90(1), as *(i)* an entity directly or indirectly engaged in soliciting, from more than one person, delinquent claims of any kind owed or due or asserted to be owed or due the solicited person, and *(ii)* an entity directly or indirectly engaged in the asserting, enforcing or prosecuting of those claims; or, in the alternative, Defendant Five Brothers is a debt collector within the meaning of N.C. Gen. Stat. § 75-50(3), an entity engaging, directly or indirectly, in debt collection from a consumer.

11. At all times relevant to the causes of action herein, Defendant Five Brothers acted as an authorized agent of Defendant RoundPoint.

12. Upon information and belief, the Defendant Douglas Allan Stuart a/k/a “D.A. Stuart” (“Defendant Stuart”) is a resident and citizen of Wayne County, North Carolina, residing at 408 S William Street, Goldsboro, North Carolina.

13. Upon information and belief, Defendant Stuart is a debt collector within the meaning of 15 U.S.C. § 1692a, a person who uses the instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of debts and who regularly



collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

14. Upon information and belief, Defendant Stuart is also a collection agency within the meaning of N.C. Gen. Stat. §§ 58-70-15 and 58-70-90(1), as (i) a person directly or indirectly engaged in soliciting, from more than one person, delinquent claims of any kind owed or due or asserted to be owed or due the solicited person, and (ii) a person directly or indirectly engaged in the asserting, enforcing or prosecuting of those claims; or, in the alternative, Defendant Stuart is a debt collector within the meaning of N.C. Gen. Stat. § 75-50(3), a person engaging, directly or indirectly, in debt collection from a consumer.

15. At all times relevant to the causes of action herein, Defendant Stuart acted as an employee and authorized agent of Defendant Five Brothers, and acted within the scope of his employment.

## **II. JURISDICTION AND VENUE**

16. This Court has personal jurisdiction over the Defendants under N.C. Gen. Stat. § 1-75.4.

17. This Court has subject matter jurisdiction under, *inter alia*, N.C. Gen. Stat. §§ 7A-240 and 7A-243.

18. Venue in this Court is proper under N.C. Gen. Stat. §§ 1-79, 1-80, and 1-82.

## **III. FACTS**

19. The Plaintiff Annette M. Hayes purchased her principal residence, located at 3402-A Wescott Drive in Wilson, North Carolina, on or about 17 April 2003.



20. Plaintiff has resided in her Wescott Drive home exclusively and continuously throughout the ten (10) years that have elapsed since her initial purchase, except for those periods detailed herein where Defendants forcibly obstructed her from accessing the premises.

21. The most recent tax value for Plaintiff's home is \$87,967.00 in 2012, according to the Wilson County Tax Administration.

22. The purchase price of Plaintiff's residence was financed through a 30-year mortgage with Defendant SHCU, which recorded a Deed of Trust to the property at book 1949 and page 349 of the Wilson County Registry.

23. Upon information and belief, at some point after entering into the mortgage with Plaintiff, Defendant SHCU assigned the right to collect payments under the mortgage to servicer SunTrust Mortgage, Inc.

24. After being laid off from Merck Pharmaceuticals in February 2006 and enduring long-term unemployment, Plaintiff briefly fell behind on her mortgage payments. In August 2008, Plaintiff obtained a loan from the North Carolina Housing Finance Agency ("NCHFA") and the state's newly created North Carolina Foreclosure Prevention Fund ("the Fund") to fully reinstate her mortgage.

25. The Fund is financed by grant money from the United States Department of the Treasury's "Hardest Hit Fund," and is administered by the NCHFA under the authority of N.C. Gen. Stat. § 45-104.

26. The Fund provides interest-free loans to homeowners facing foreclosure, serving to bring current and reinstate the mortgages of those homeowners by tendering "catch up" payments directly to the mortgagee. The program requires applicants to meet certain eligibility



requirements, including “hav[ing] satisfactory mortgage payment history.” A copy of the informational flyer produced by NCHFA for the Fund is attached hereto as Plaintiff’s Exhibit A.

27. As part of the agreement with the Fund, the NCHFA acquires a subordinate mortgage interest in the recipient homeowner’s residence. The recipient homeowner must repay the monies loaned to him or her by the Fund unless the homeowner continues to reside in the home for a period of ten (10) years.

28. As part of the terms of Plaintiff’s 2008 agreement with NCHFA and the Fund, NCHFA obtained a subordinate mortgage interest in the Wescott Drive property and recorded a subsidiary Deed of Trust at book 2330 and page 843 of the Wilson County Registry.

29. The loan provided by the Fund brought current Plaintiff’s mortgage with Defendant SHCU, and Plaintiff continued to make her regular mortgage payments as agreed.

30. According to Defendants’ own records, it is undisputed that Plaintiff’s mortgage was current through at least 31 August 2009.

31. On or about 24 September 2009, the mortgage servicer for Plaintiff’s mortgage was arbitrarily changed to Defendant RoundPoint effective 01 October 2009. The initial letter to Plaintiff from Defendant RoundPoint noting the change in mortgage servicer is attached hereto as Plaintiff’s Exhibit B.

32. Beginning with that changeover in mortgage servicer, repeated problems occurred in having Plaintiff’s mortgage payments properly credited.

33. Defendant RoundPoint contended in a subsequent letter it sent to Plaintiff that Plaintiff’s mortgage was already in default at the time Defendant RoundPoint acquired the right to collect payments under the mortgage’s terms, claiming “[a]s of January 06, 2010, your home loan is 127. *[sic]* days in default” (meaning Plaintiff’s account was allegedly in default as of 01



September 2009). This subsequent letter to Plaintiff from Defendant RoundPoint noting the alleged default date is attached hereto as Plaintiff's Exhibit C.

34. Despite repeated ongoing efforts by Plaintiff to have her account corrected, including numerous phone calls to Defendant RoundPoint made without resolution, Defendant RoundPoint filed a foreclosure action on Defendant SHCU's behalf dated 09 June 2010 under Wilson County File No. 10 SP 267 ("the foreclosure action").

35. Two weeks after initiating the foreclosure action, in response to Plaintiff's repeated good faith efforts to resolve the discrepancies surrounding her mortgage, Defendant RoundPoint agreed to a modified repayment schedule that it confirmed in a letter to Plaintiff dated 22 June 2010. The letter containing the signed repayment plan documentation is attached hereto as Plaintiff's Exhibit D.

36. The modified repayment schedule provided that the July 2010 mortgage payment would be due by 10 July 2010.

37. Plaintiff complied with the modified repayment schedule, mailing the required July 2010 payment on 08 July 2010 via United States Postal Service Certified Mail, Article No. 7003 1680 0004 9730 4882, to the address designated by Defendant RoundPoint; the required payment arrived on 09 July 2010, a day before it was due. The Certified Mail receipt and a printout of the delivery confirmation are attached hereto as Plaintiff's Exhibit E and Plaintiff's Exhibit F, respectively (account information has been redacted as required by statute; an unredacted copy is available).

38. Despite Plaintiff's compliance with the mutually agreed modified repayment schedule offered by Defendant RoundPoint, Defendant RoundPoint nonetheless proceeded with the foreclosure action on behalf of Defendant SHCU and, at a foreclosure hearing on 15 July 2010,



successfully obtained an Order for foreclosure entered on that date. A copy of the Order is attached hereto as Plaintiff's Exhibit G.

39. That same day, Defendant RoundPoint filed a Notice of Sale scheduling a sale date of 13 October 2010 for the sale of Plaintiff's principal residence. A copy of the first Notice of Sale is attached hereto as Plaintiff's Exhibit H.

40. Plaintiff repeatedly contacted Defendant RoundPoint for explanation of why she was receiving a Notice of Sale, and was advised by Defendant RoundPoint that her loan was again in default because Defendant RoundPoint had purportedly not received the July 2010 loan payment on time per the modified repayment schedule. The documentation contained in Plaintiff's Exhibits E-F, supra, was provided to Defendant RoundPoint by Plaintiff but Defendant RoundPoint ignored the documentation.

41. Inexplicably rebuffed by Defendant RoundPoint despite the undisputed records of the U.S. Postal Service, Plaintiff then contacted Defendant SHCU directly for assistance as the lender from which she originally obtained her mortgage. On or about 16 July 2010, Defendant SHCU apparently had intervened on Plaintiff's behalf, as Plaintiff received a telephone call from an employee of Defendant RoundPoint named "Mr. D'Oleo" who claimed to be the Loss Mitigation Department supervisor, apologized for the error, claimed any late fees charged to Plaintiff would be waived, insisted all funds paid would be properly credited to Plaintiff's account, and assured Plaintiff the foreclosure action would be dismissed.

42. Continuing to make mortgage payments as scheduled, Plaintiff continued to endure incomprehensible errors by Defendant RoundPoint in properly crediting her mortgage payments and in continuing to pursue foreclosure proceedings that Plaintiff had been assured were abated as a result of her compliance with the repayment plan: Defendant RoundPoint filed an Amended

Notice of Sale on 6 October 2010 with a sale date of 26 October 2010, then filed a third and fourth Amended Notice of Sale on 10 December 2010 and 14 December 2010, respectively, both with a sale date of 05 January 2011. The second, third, and fourth Notices of Sale are attached hereto as Plaintiff's Exhibit I (second) and Plaintiff's Exhibit J (third and fourth), respectively, along with the corresponding Affidavits of Publication.

43. On 05 January 2011, despite the various accounting failures of Defendant SHCU and Defendant RoundPoint and the subsequent assurances made to Plaintiff regarding corrective action, the foreclosure sale of Plaintiff's primary residence took place. Her home was sold at public auction to Defendant SHCU, the sole bidder, for a sum of \$53,550.00. Upset bids were permitted through 18 January 2011 as provided by N.C. Gen. Stat. § 45-21.27. A copy of the Report of Foreclosure Sale / Resale is attached hereto as Plaintiff's Exhibit K.

44. Faced with no other recourse despite her repeated efforts to have her account properly credited, Plaintiff filed for Chapter 13 bankruptcy protection on 18 January 2011. A notice by Defendant RoundPoint suspending foreclosure-related activity as a result of the bankruptcy's automatic stay provision was filed on 24 January 2011.

45. Plaintiff made payments to the Bankruptcy Trustee as required under her Chapter 13 filing from the time the bankruptcy proceedings commenced, with the Bankruptcy Trustee periodically disbursing a total of \$11,649.28 to Defendant RoundPoint from 18 January 2011 through 04 October 2012. A copy of the Bankruptcy Trustee's final report reflecting the \$11,649.28 in disbursements to Defendant RoundPoint is attached hereto as Plaintiff's Exhibit L.

46. In addition to her bankruptcy-related payments, in early 2012 Plaintiff applied for a second loan from NCHFA and the Fund.



47. NCHFA contacted Defendant RoundPoint to obtain a reinstatement quote as part of Plaintiff's application process.

48. On or about 11 May 2012, Defendant RoundPoint advised NCHFA that a payment of \$13,745.09 would bring Plaintiff's account current and fully reinstate her mortgage. Defendant RoundPoint further advised the reinstatement quote provided would be valid through 30 June 2012.

49. In a letter dated 24 May 2012, NCHFA notified Plaintiff that her application had been approved and the Fund would tender a one-time reinstatement payment of \$14,582.12 directly to Defendant RoundPoint to reinstate Plaintiff's mortgage: the full amount of the \$13,745.09 reinstatement quote provided by Defendant RoundPoint, and an additional amount of \$837.03 for Plaintiff's July 2012 mortgage payment. As a result of the payment that would be tendered by NCHFA directly to Defendant RoundPoint, the next mortgage payment to be made by Plaintiff would be for August 2012. The approval letter from NCHFA to Plaintiff is attached hereto as Plaintiff's Exhibit M.

50. As part of the terms of Plaintiff's new 2012 loan agreement with NCHFA and the Fund, NCHFA obtained an additional interest in the Wescott Drive property and recorded a second subsidiary Deed of Trust at book 2487 and page 452 of the Wilson County Registry.

51. On or about 1 June 2012, well before the 30 June 2012 deadline in the reinstatement quote provided to NCHFA by Defendant RoundPoint, the anticipated payment was in fact made by NCHFA and accepted by Defendant RoundPoint. The check date and funds paid are reflected in the Form 1098-MA tax documentation furnished by NCHFA to Plaintiff for the 2012 tax year. A copy of the Form 1098-MA is attached hereto as Plaintiff's Exhibit N (account information has been redacted as required by statute; an unredacted copy is available).

52. NCHFA records indicate the reinstatement check, paid directly to Defendant RoundPoint, was cashed by Defendant RoundPoint on or about 25 June 2013 – well before the deadline in the reinstatement quote provided.

53. As a result of the combined \$26,231.40 paid to Defendant RoundPoint between both NCHFA and the Bankruptcy Trustee, Plaintiff's mortgage was unquestionably brought current in July 2012. NCHFA records indicate Plaintiff's next payment was to be due in August 2012.

54. With Plaintiff's mortgage brought current as part of the reinstatement quote provided by Defendant RoundPoint and satisfied by NCHFA, the default giving rise to the 15 July 2010 foreclosure order ceased to exist.

55. In addition, having brought her mortgage current as a result of the NCHFA loan, Plaintiff's Chapter 13 bankruptcy was converted to a Chapter 7 bankruptcy in October 2012.

56. Plaintiff made timely payment of her August 2012 mortgage payment, mailing to Defendant RoundPoint two checks totaling \$832.00.

57. Yet in an inscrutable case of history repeating itself, Defendant RoundPoint again claimed Plaintiff had somehow already instantaneously fallen into default: Defendant RoundPoint advised Plaintiff that she was due to resume payments effective 1 July 2012, despite the clear and unambiguous language of (i) the letter provided by NCHFA indicating the loan payment from the Fund already included Plaintiff's July 2012 mortgage payment, and (ii) the online record system utilized by both NCHFA and Defendant RoundPoint, which contained a "P record" indicating the next payment was in fact due 1 August 2012.

58. Defendant RoundPoint further claimed, in subsequent phone calls with Plaintiff, that it purportedly had not received Plaintiff's August 2012 mortgage payment at all – despite the checks written for that payment being cashed by Defendant RoundPoint. Copies of the cancelled



August 2012 checks cashed by Defendant RoundPoint are attached hereto as Plaintiff's Exhibit O and Plaintiff's Exhibit P respectively (account information has been redacted as required by statute; unredacted copies are available).

59. When Plaintiff advised Defendant RoundPoint that the August 2012 mortgage checks had both been cashed, Defendant RoundPoint responded that the entirety of the \$832.00 had been applied to Plaintiff's escrow account for the payment of property taxes. Yet Defendant RoundPoint's own documents suggest this claim was untruthful, as the copy of Plaintiff's escrow account activity sent by Defendant RoundPoint (*i*) reflects no such payments being applied to escrow after September 2012, and (*ii*) Defendant RoundPoint's own escrow account projections amounted to only \$156.52 at the time the first check was cashed and another \$156.52 at the time the second check was cashed. A copy of the statement of Plaintiff's escrow account activity and projections, as provided by Defendant RoundPoint, is attached hereto as Plaintiff's Exhibit Q (account information has been redacted as required by statute; an unredacted copy is available).

60. Compounding Defendant RoundPoint's habitual and glaring errors in basic mathematics and its steadfast refusal to properly credit Plaintiff's account, upon information and belief Defendant RoundPoint hired Defendant Five Brothers in February 2013 to "secure the collateral" – Plaintiff's home – on behalf of Defendant SHCU.

61. Giving new meaning to Defendant SHCU's "self-help" moniker, Plaintiff returned home from work on Friday 01 March 2013 to discover Defendant Five Brothers and its employee-agent Defendant Stuart had trespassed upon Plaintiff's property to install a coded padlock on her door, locking her out of the premises in an unlawful self-help eviction.

62. Plaintiff further discovered that Defendant Five Brothers and Defendant Stuart had actually broken into her home and placed an outward-facing flyer on the interior of the front window, secured with blue tape affixed to the rear of the flyer, which read:

FIVE BROTHERS MORTGAGE SERVICING & SECURING, INC

A PROPERTY PRESERVATION COMPANY

TO REPORT ANY PROBLEMS OR CONCERNS, PLEASE CALL:

(888) 542-8854

A scanned copy of the flyer posted to the window in Plaintiff's home, including the blue tape attached to the rear of the flyer demonstrating it was affixed from within Plaintiff's home, is attached hereto as Plaintiff's Exhibit R.

63. Upon information and belief, prior to unlawfully breaking into Plaintiff's home and padlocking her door, Defendant Five Brothers and Defendant Stuart contacted at least two of Plaintiff's neighbors in The Pines and advised them that Plaintiff was delinquent on her mortgage.

64. Locked out of her primary residence over the weekend without any access to her personal belongings, Plaintiff contacted her former bankruptcy attorney for assistance. Plaintiff's former bankruptcy attorney in turn contacted the attorneys for Defendant RoundPoint.

65. In a return email on 04 March 2013 to Plaintiff's former bankruptcy attorney, the attorneys for Defendant RoundPoint acknowledged that Defendant RoundPoint had unlawfully locked Plaintiff out of her residence, noting "She [Plaintiff] has the right of possession whether RP alleges she is in default or not[.]" The attorney further indicated Defendant RoundPoint claimed the lockout was conducted because Plaintiff's home was allegedly vacant – this, despite the voluminous personal effects still in the residence and visible at the time Defendant Five



Brothers and Defendant Stuart unlawfully broke into Plaintiff's home. A copy of the email from Defendant RoundPoint's counsel to Plaintiff's former bankruptcy attorney is attached hereto as Plaintiff's Exhibit S.

66. The attorneys for Defendant RoundPoint also provided the name and phone number for an employee of Defendant RoundPoint for Plaintiff to contact to regain access to her residence. Plaintiff called the number provided and, after repeated unsuccessful attempts to reach her, was finally able to reenter her home several days later. Upon re-entering the premises, Plaintiff discovered a sign-in sheet left on a countertop in the residence by Defendant Five Brothers and Defendant Stuart after they unlawfully broke into Plaintiff's home. A copy of the sign-in sheet is attached hereto as Plaintiff's Exhibit T.

67. Astonishingly, Plaintiff arrived home mere days later on Sunday 17 March 2013 to discover Defendant Five Brothers and Defendant Stuart had again unlawfully trespassed on her land, again broken into her home, and again installed a second coded padlock in a second unlawful self-help eviction.

68. Moreover, at some point between 17 March 2013 and 21 March 2013, Defendant Stuart also contacted Wilson Energy (the local utility company owned and operated by the City of Wilson), represented himself as District Attorney "D.A. Stuart," and demanded the utility services to Plaintiff's residence be cut off.

69. Even assuming *arguendo* a colorable argument could be made by Defendant Five Brothers and Defendant Stuart (no matter how implausible) that Plaintiff's home and primary residence of ten (10) years was somehow mystically vacant at the time of the Defendants' first unlawful trespass, break-in, and lockout – despite all the personal effects and accoutrements in plain view at the time the Defendants broke into and entered Plaintiff's home – no rational

person could reasonably believe the home was still vacant after just being entered by the homeowner less than two weeks prior, as a result of the padlock code being given to the homeowner by the Defendants' principal Defendant RoundPoint.

70. Such unlawful tactics are part of a pattern of misconduct by Defendant Five Brothers and its employees nationwide, as reflected in the numerous civil suits filed against the company. See, e.g., Forrest v. Green Tree Servicing LLC, et. al., 13-CV-01525-ELH (S.D.Md. 2013) (unlawful break-in and lockout); Kelly v. Five Brothers Mortgage Company Services and Securing Inc, et. al., 12-CV-03952-DLI-LB (E.D.N.Y. 2012) (unlawful break-in, lockout, and conversion of personal property); Andrews v. Bank of America, et. al., 9:12-CV-80540-DMM-DLB (S.D.Fl. 2012) (unlawful break-in, lockout, and terrorizing of homeowner by leaving documents related to homicide investigation); Webb v. Green Tree Servicing LLC, 11-CV-02105-ELH (S.D.Md. 2011) (unlawful threatened lockout); Bullard v. U.S. Bank NA, et. al., 10-CV-00434-MCR-MD (N.D.Fl. 2010) (unlawful lockout); Romeos v. Towne Mortgage Company, et. al., 10-CV-13955-PJD-VMM (E.D.Mi. 2010) (unlawful lockout).

71. Following this second unlawful self-help eviction by Defendants, and while Plaintiff was unable to access her principal residence, Defendant RoundPoint returned checks written by Plaintiff for her September 2012, October 2012, and November 2012 mortgage payments in an envelope postmarked 18 March 2013 addressed to Plaintiff's (inaccessible) home. The enclosed letter indicated Plaintiff owed \$8,025.10 on her mortgage, a sum bearing no relation at all whatsoever to anything even vaguely resembling mathematical reality for an account that had just been brought current through July 2012 and for which an August 2012 payment of \$832.00 had been cashed by Defendant RoundPoint. Copies of the envelope enclosing the returned checks, the checks themselves, and the arrearage letter are each attached hereto as Plaintiff's



Exhibit U, Plaintiff's Exhibit V, and Plaintiff's Exhibit W, respectively (account information has been redacted as required by statute; an unredacted copy is available).

72. Also on 18 March 2013, Defendant RoundPoint on behalf of Defendant SHCU filed a new fifth Amended Notice of Sale for Plaintiff's home, designating a sale date of 08 April 2013. The Amended Notice of Sale was filed under the same file number as the foreclosure action and its 15 July 2010 foreclosure Order, even though the default upon which the 2010 foreclosure was premised had already been cured in July 2012 as a result of the loan by NCHFA and the Fund. A copy of the fifth Notice of Sale is attached hereto as Plaintiff's Exhibit X.

73. On or about 21 March 2013, Plaintiff met with undersigned counsel to discuss how best to address the foreclosure action and the repeated unlawful acts of Defendants.

74. Plaintiff learned her utilities had been disconnected later in the afternoon following her 21 March 2013 meeting with counsel. Plaintiff contacted Wilson Energy to inquire as to why her utility service had been cut off. During several phone calls between Plaintiff and employees of Wilson Energy, Plaintiff was advised by a "Matt Nester" that a man identifying himself as a District Attorney had called and demanded utility service be discontinued for Plaintiff's residence. Plaintiff asked for the number from which the call was made, and was given the telephone number (910) 814-4500 ("the 910 number").

75. The 910 number is the main telephone number for the District Attorney's Office for Judicial District 11A, where Vance Stewart is the elected District Attorney.

76. Judicial District 11 encompasses Lee, Harnett, and Johnston Counties, and is adjacent to both Wilson County where Plaintiff resides and Wayne County where Defendant Stuart resides.

77. Terrified upon learning a neighboring District Attorney with whom she had no known affiliation was now somehow involved in the bewildering array of complications surrounding her home, Plaintiff again contacted Wilson Energy for more details. Amid several subsequent phone calls, Plaintiff was advised that Wilson Energy did not have the phone number for the original call in its phone logs and that the 910 number it had provided to Plaintiff was the result of a Google search conducted by its employees in response to Plaintiff's inquiries. Plaintiff was further advised that, in response to her inquiries, personnel for Wilson Energy had contacted District Attorney Stewart's office at the 910 number and been advised by "D.A. Stewart" that his office had never contacted them.

78. During one of the several phone calls with Wilson Energy, Plaintiff asked how it was possible that someone other than Plaintiff had been permitted to shut off her utilities. She was advised that Wilson Energy had a municipal policy allowing a party to cut off the utility services of another in certain circumstances when certain identifying information is provided. Plaintiff was further advised that Defendant Stuart – whose self-identification as "D.A. Stuart" when calling Wilson Energy is phonetically identical to the "D.A. Stewart" of the 11A Judicial District – had held himself out as an officer of the court and purportedly provided the information required by the municipal policy.

79. Throughout Plaintiff's 10-year use of Wilson Energy's services, prior to Defendant Stuart's misrepresentation of himself as an officer of the court, (i) Plaintiff's utilities had never been disconnected, (ii) Plaintiff had been the only person to reside at the home, (iii) Plaintiff had been the only person to make payments on the Wilson Energy account, and (iv) Plaintiff had been the only person to ever have any contact with Wilson Energy relating to Plaintiff's utility services.



80. After chronically failing to respond to Plaintiff's repeated desperate phone calls seeking to regain access to her home, Defendant RoundPoint finally provided to Plaintiff the access code to the second padlock on 1 April 2013.

81. Upon re-entering her unlit home Plaintiff discovered that, while she had been forcibly blocked by Defendants from accessing the premises and the premises were under the exclusive dominion and control of the Defendants, Defendants had (i) taped off her sinks, toilets, and other utilities with tape from Defendant Five Brothers, (ii) removed Plaintiff's numerous personal effects from the cabinetry and placed them on the countertops, and (iii) damaged Plaintiff's hot water heater which subsequently leaked all over Plaintiff's carpentry. While somewhat dark due to Plaintiff's electricity having been disconnected, two pictures and a scanned copy of the tape left by Defendants is attached hereto as Plaintiff's Exhibit Y, a picture of some of the personal effects removed from the cabinetry and placed on the countertops is attached hereto as Plaintiff's Exhibit Z, and two pictures of the resulting water damage caused by the Defendants' damage to Plaintiff's hot water heater is attached hereto as Plaintiff's Exhibit AA.

82. On 2 April 2013, Plaintiff's undersigned counsel made application to the Wilson County Superior Court pursuant to N.C. Gen. Stat. § 45-21.34 to enjoin the foreclosure action and impending sale of Plaintiff's home, and further moved to set aside the foreclosure action entirely as the default upon which it was based had been cured nearly a year prior.

83. On 8 April 2013, a second foreclosure sale of Plaintiff's home was conducted at 10:00am. The premises were again sold to Defendant SHCU as the sole bidder, and again for less than the tax value of the home with a winning bid of \$74,278.55. A copy of the second Report of Foreclosure Sale / Resale is attached hereto as Plaintiff's Exhibit BB.

84. At 11:00am that same day, a temporary restraining order was entered by the Court enjoining the transfer of title resulting from the foreclosure sale until the Court could hold a hearing on Plaintiff's dual motions relating to the foreclosure action.

85. A hearing on Plaintiff's motions regarding the foreclosure action was held on 10 June 2013. At the conclusion of the hearing, Superior Court Judge Alma Hinton agreed with Plaintiff's contentions and granted both of Plaintiff's motions, enjoining the transfer of title resulting from the wrongful foreclosure sale and setting aside the 2010 foreclosure order.

86. At all times relevant to the causes of action herein, Plaintiff has never agreed to vacate her home of ten (10) years nor has Plaintiff ever abandoned her home, voluntarily or otherwise.

87. At all times relevant to the causes of action herein, Plaintiff has owned her home and title to Plaintiff's home has never been effectively transferred to anyone other than Plaintiff, as the January 2011 foreclosure sale was blocked by Plaintiff's Chapter 13 bankruptcy filing and the April 2013 foreclosure sale was permanently enjoined by the Court.

88. Defendants committed their respective acts without legal authority, justification, or excuse.

89. Defendants' conduct exceeded that of mere debt collection, as the default giving rise to the 2010 foreclosure order from which Defendants allegedly derived their legal authority had long since been cured pursuant to the June 2012 reinstatement agreement between Defendant RoundPoint and the NCHFA.

90. Defendants' conduct was willful and wanton, as Defendants committed their respective acts even after having been repeatedly notified by multiple parties – including at least two attorneys, in addition to Plaintiff – that their conduct was unwarranted and unlawful.



91. Defendants' conduct, particularly the unlawful locking out of a homeowner from her residence with no notice and based on an illegitimate claim of authority – turning the maxim “a man’s home is his castle” on its head by twice invading Plaintiff’s “castle” without legal justification – was extreme and outrageous so as to exceed all bounds of civilized society.

92. In the alternative, Defendants' conduct was at least grossly negligent.

93. Plaintiff has suffered damages as a result of Defendants' outrageous conduct, including but not limited to: *(i)* physical damage caused by Defendants to Plaintiff's premises (including damage to the door, water heater, and carpet); *(ii)* funds expended to secure alternate housing for the days she was forcibly prevented by Defendants from accessing her home; *(iii)* funds expended to purchase clothes, toiletries, and other necessities during the protracted period of time she was forcibly prevented by Defendants from accessing her belongings; *(iv)* attorney fees Plaintiff incurred to prevent the wrongful foreclosure sale of her home; *(v)* damage to her reputation and personal credit score as a result of Defendants' failure to properly handle Plaintiff's mortgage account in accord with millennia-old principles of basic mathematics; and *(vi)* the complete and total loss of the comfort and repose of Plaintiff's principal residence, knowing her home has been and can again be invaded at will by Defendants.

94. Plaintiff has suffered severe emotional distress as a result of Defendants' outrageous conduct, including severe anxiety and chronic insomnia when present in the home in which she has resided for ten (10) years, totally unable to sleep in her own residence or enjoy the peace and comfort of that residence knowing Defendants can and will invade her premises at any time Defendants choose even if they lack legal authority to do so.

**IV. FIRST CAUSE OF ACTION:**  
**WRONGFUL FORECLOSURE**  
***(Defendants SHCU and RoundPoint)***

95. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 94 of this Complaint as if fully set forth herein.

96. Plaintiff's residence was lawfully owned by her pursuant to a valid and enforceable mortgage between her and Defendant SHCU entered on or about 17 April 2003.

97. Plaintiff was current in her payments pursuant to that mortgage agreement.

98. Plaintiff's residence was nonetheless improperly foreclosed upon by Defendant RoundPoint on behalf of Defendant SHCU, and was unlawfully sold on 8 April 2013.

99. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**V. SECOND CAUSE OF ACTION:**  
**ATTEMPTED WRONGFUL FORECLOSURE**  
***(Defendants SHCU and RoundPoint)***

In the alternative, to the extent the Court concludes Defendants SHCU and RoundPoint did not conduct a wrongful foreclosure:

100. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 99 of this Complaint as if fully set forth herein.

101. Plaintiff's residence was lawfully owned by her pursuant to a valid and enforceable mortgage between her and Defendant SHCU entered on or about 17 April 2003.

102. Plaintiff was current in her payments pursuant to that mortgage agreement.

103. Plaintiff's residence was nonetheless improperly foreclosed upon by Defendant RoundPoint on behalf of Defendant SHCU, and was unlawfully sold on 8 April 2013.

104. While title to the home was not ultimately transferred, due solely to the successful intervention of counsel that Plaintiff never should have been compelled to obtain, Plaintiff was nonetheless damaged as a result of Defendants' unlawful conduct as detailed in Paragraphs 93-94 *supra*.

**VI. THIRD CAUSE OF ACTION:**  
**ABUSE OF PROCESS**  
***(Defendants SHCU and RoundPoint)***

In the alternative, to the extent the Court concludes Defendants SHCU and RoundPoint conducted neither a wrongful foreclosure nor an attempted wrongful foreclosure:

105. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 104 of this Complaint as if fully set forth herein.

106. Defendants committed acts in the use of legal process not proper in the regular prosecution of the proceeding, including scheduling and conducting a foreclosure sale based on a default that had been cured pursuant to a fulfilled reinstatement agreement with a state agency.

107. Defendants had an ulterior purpose(s) or motive(s) in their conduct herein, including the acquisition of property at less than its tax value and/or the hope Plaintiff would vacate the premises as a result of Defendants' continued unlawful harassment.

108. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**VII. FOURTH CAUSE OF ACTION:**  
**BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
***(Defendants SHCU and RoundPoint)***

109. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 108 of this Complaint as if fully set forth herein.



110. In North Carolina, every contract contains an implied covenant of good faith and fair dealing that neither party will do anything that injures the right of the other to receive the benefits of the agreement.

111. Plaintiff was party to a valid and enforceable mortgage contract with Defendant SHCU, and with Defendant RoundPoint in its role as servicer, wherein Plaintiff could enjoy the comfort and repose of her home unmolested by Defendants upon the making of adequate and timely mortgage payments.

112. Plaintiff was further party to a separate valid and enforceable reinstatement contract with Defendant RoundPoint, acting on behalf of Defendant SHCU, wherein Plaintiff's mortgage would be fully reinstated upon payment of \$13,745.09 on or before 30 June 2013.

113. Defendants breached the terms of both of their respective contracts and the covenants contained therein, by improperly foreclosing upon and unlawfully selling Plaintiff's home, as well as hiring agents to defame Plaintiff, trespass upon her lands twice, break into her home twice, and lock her out twice.

114. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**VIII. FIFTH CAUSE OF ACTION:**  
**UNJUST ENRICHMENT**  
***(Defendants SHCU and RoundPoint)***

In the alternative, to the extent the Court concludes Defendants SHCU and RoundPoint did not breach their respective contractual obligations to Plaintiff:

115. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 114 of this Complaint as if fully set forth herein.

116. Plaintiff conferred a benefit upon Defendants, in the form of a \$14,582.12 payment made to Defendants pursuant to a loan agreement with NCHFA and the Fund.

117. Defendants consciously accepted the benefit conferred by cashing the check.

118. Plaintiff did not confer the benefit gratuitously, but instead with the expectation her mortgage would be fully reinstated.

119. Defendants did not fully reinstate Plaintiff's mortgage and were unjustly enriched as a result.

**IX. SIXTH CAUSE OF ACTION:**

**TRESPASS #1**

***(All Defendants)***

120. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 119 of this Complaint as if fully set forth herein.

121. Plaintiff was in lawful possession of her land and home throughout all of February 2013 and March 2013.

122. On or about 1 March 2013, Defendant Stuart intentionally entered upon Plaintiff's land without authorization and broke into Plaintiff's home, acting within the scope of his employment with Defendant Five Brothers and on behalf of Defendants RoundPoint and SHCU as those Defendants' authorized agent.

123. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**X. SEVENTH CAUSE OF ACTION:**

**TRESPASS #2**

***(All Defendants)***

124. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 123 of this Complaint as if fully set forth herein.

125. Plaintiff was in lawful possession of her land and home throughout all of February 2013 and March 2013.

126. On or about 17 March 2013, Defendant Stuart again intentionally entered upon Plaintiff's land for a second time without authorization and again broke into Plaintiff's home, acting within the scope of his employment with Defendant Five Brothers and on behalf of Defendants RoundPoint and SHCU as those Defendants' authorized agent.

127. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**XI. EIGHTH CAUSE OF ACTION:**  
**FRAUD**  
*(All Defendants)*

128. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 127 of this Complaint as if fully set forth herein.

129. Defendants made numerous false representations to multiple parties, including at least: (i) representing to the Court that the default originally giving rise to the 2010 foreclosure order still existed; (ii) representing to Plaintiff, her neighbors, and her attorneys that Plaintiff was delinquent on her mortgage; and (iii) representing to Wilson Energy that Defendant Stuart was an officer of the court and that cause existed to have Plaintiff's utility services disconnected.

130. Upon information and belief, Defendants made additional false representations that may be revealed through discovery.

131. The false representations outlined above were reasonably calculated to deceive.

132. The false representations outlined above were made with the intent to deceive.

133. The false representations outlined above were relied upon and did in fact deceive the parties to whom the false representations were targeted.



134. Plaintiff was damaged as a result of Defendants' false misrepresentations, as detailed in Paragraphs 93-94 *supra*.

**XII. NINTH CAUSE OF ACTION:**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
*(All Defendants)*

135. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 134 of this Complaint as if fully set forth herein.

136. A valid contract for utility services existed between Plaintiff and Wilson Energy, wherein Wilson Energy would provide continued utility service to Plaintiff for so long as Plaintiff timely paid for the services provided.

137. Defendant Stuart, acting as an employee-agent of Defendant Five Brothers and within the scope of his employment on behalf of Defendants SHCU and RoundPoint, knew of the contract between Plaintiff and Wilson Energy.

138. Defendant Stuart intentionally induced Wilson Energy not to perform the contract, by falsely representing himself to be an officer of the court and by demanding Plaintiff's utility services be terminated.

139. Defendant Stuart's acts were done without justification.

140. Plaintiff was damaged as a result of Defendants' tortious interference, as detailed in Paragraphs 93-94 *supra*.

**XIII. TENTH CAUSE OF ACTION:**  
**DEFAMATION PER SE**  
*(All Defendants)*

141. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 140 of this Complaint as if fully set forth herein.

142. Defendants made false and defamatory statements concerning the Plaintiff, including at least: (i) Defendant Stuart, while acting within the scope of his employment for Defendant Five Brothers and on behalf of Defendants RoundPoint and SHCU as those Defendants' authorized agent, claiming to Plaintiff's neighbors that she was delinquent on her mortgage; and (ii) Defendants RoundPoint and SHCU posting an Amended Notice of Sale in the Wilson County Courthouse on 18 March 2013 claiming Plaintiff was delinquent on her mortgage.

143. Upon information and belief, Defendants made additional false and defamatory remarks that may be revealed through discovery.

144. Defendants' known false and defamatory remarks were made with the intent to defame Plaintiff.

145. Defendants' known false and defamatory remarks were published to multiple third parties, including to Plaintiff's neighbors and to any passersby entering into the first floor of the Wilson County Courthouse.

146. Defendants' known false and defamatory remarks, claiming Plaintiff could not properly attend to her most basic of financial obligations, tended to impeach Plaintiff in her profession as a full-time business analyst for a well-known financial institution.

147. Plaintiff was damaged as a result of Defendants' defamatory remarks, as detailed in Paragraphs 93-94 *supra*.

**XIV. ELEVENTH CAUSE OF ACTION:**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
*(All Defendants)*

148. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 147 of this Complaint as if fully set forth herein.

149. Defendants intended their unlawful conduct to inflict emotional distress upon Plaintiff, or Defendants knew or reasonably should have known infliction of emotional distress was the likely result of their conduct.

150. Defendants' conduct, in particular unlawfully locking a homeowner out of her residence with no notice based on an illegitimate claim of authority and then ignoring her numerous plaintive pleas to regain access, was extreme and outrageous so as to exceed all bounds of civilized society.

151. Plaintiff suffered, and continues to suffer, severe emotional distress as detailed in Paragraph 94 *supra*.

152. The Defendants' extreme and outrageous conduct was the actual and proximate cause of Plaintiff's previously nonexistent emotional distress.

**XV. TWELFTH CAUSE OF ACTION:**  
**NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**  
*(All Defendants)*

In the alternative, to the extent the Court concludes Defendants' infliction of emotional distress upon Plaintiff was not intentional:

153. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 152 of this Complaint as if fully set forth herein.

154. The Defendants engaged in negligent conduct, including seeking the foreclosure sale of a home that was not in default and then unlawfully attempting two separate self-help evictions of the homeowner.

155. It was reasonably foreseeable Defendants' negligent conduct, turning the maxim "a man's home is his castle" on its head by invading Plaintiff's "castle" without legal justification, would cause severe emotional distress to the Plaintiff.

156. Defendants' negligent conduct did in fact cause severe emotional distress to Plaintiff, as detailed in Paragraph 94 *supra*.

**XVI. THIRTEENTH CAUSE OF ACTION:**  
**NEGLIGENT HIRING AND SUPERVISION**  
***(Defendants SHCU, RoundPoint, and Five Brothers)***

157. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 156 of this Complaint as if fully set forth herein.

158. Each Defendant owed a separate and independent duty to Plaintiff to (i) properly vet the agents each chose to hire for its interactions with Plaintiff and her property, and then (ii) ensuring those agents were properly supervised during the course of that interaction: Defendant SHCU in permitting Defendant RoundPoint to service Plaintiff's account, Defendant RoundPoint in hiring Defendant Five Brothers to "secure the collateral [Plaintiff's home]," and Defendant Five Brothers in hiring Defendant Stuart to carry out its orders.

159. Each Defendant breached its respective duties to Plaintiff by hiring agents who failed to demonstrate even minimum standards of competence, and then wholly failing to supervise the incompetent agents chosen in any meaningful capacity whatsoever.

160. Plaintiff was damaged as a result of Defendants' respective breaches, as detailed in Paragraphs 93-94 *supra*.

**XVII. FOURTEENTH CAUSE OF ACTION:**  
**VIOLATION OF THE NORTH CAROLINA UNFAIR AND**  
**DECEPTIVE TRADE PRACTICES ACT**  
**N.C. GEN. STAT. § 75-1.1**  
***(All Defendants)***

161. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 160 of this Complaint as if fully set forth herein.



162. Defendants engaged in numerous unfair or deceptive acts, including but not limited to: (i) refusing to abide by the 2010 loan modification schedule even after the homeowner had complied with the schedule's terms and government-backed records were furnished demonstrating that compliance; (ii) falsely claiming the 2010 foreclosure action had been abated when in fact it had not; (iii) conducting two foreclosure sales on a property that was not in default; (iv) conducting said foreclosure sale after accepting \$14,582.12 from a state agency specifically to prevent such a sale; (v) defaming a homeowner to her neighbors and the public; (vi) trespassing upon the homeowner's land twice, breaking into her home twice, and locking her out of it twice; (vii) ignoring the homeowner's repeated desperate attempts to contact the appropriate party to regain access to her home and belongings; and (viii) falsely claiming to be an officer of the court in order to have the homeowner's utility services terminated.

163. Each of the unfair or deceptive acts of the respective Defendants were conducted in or affecting commerce.

164. Plaintiff was damaged as a result of Defendants' various unfair or deceptive acts, as detailed in Paragraphs 93-94 *supra*.

**XVIII. FIFTEENTH CAUSE OF ACTION:**  
**VIOLATION OF THE NORTH CAROLINA COLLECTION AGENCY ACT**  
**N.C. GEN. STAT. §§ 58-70-100, 58-70-110 & 58-70-115**  
*(All Defendants)*

165. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 164 of this Complaint as if fully set forth herein.

166. The alleged mortgage obligation owed by Plaintiff is a debt within the meaning of N.C. Gen. Stat. § 58-70-90(3).

167. Plaintiff is a consumer within the meaning of N.C. Gen. Stat. § 58-70-90(2).

168. Defendants RoundPoint, Five Brothers, and Stuart are collection agencies within the meaning of N.C. Gen. Stat. §§ 58-70-15 and 58-70-90(1), as detailed in Paragraphs 7, 10, and 14 *supra*.

169. Defendant SHCU, to the extent it acted as a principal served by the collection agency Defendants above, vicariously functioned as a collection agency as a result.

170. Defendants have attempted to collect a debt *(i)* using conduct the natural consequence of which is to oppress, harass, or abuse Plaintiff; *(ii)* using fraudulent, deceptive, or misleading representations; and *(iii)* using practices that are unfair.

171. Such conduct has included, but is not limited to: *(i)* conducting two foreclosure sales on a property that was not in default; *(ii)* conducting the second foreclosure sale after accepting \$14,582.12 from a state agency specifically to prevent such a sale; *(iii)* defaming Plaintiff to her neighbors and the public; *(iv)* trespassing upon Plaintiff's land twice, breaking into her home twice, and locking her out of it without legal authority twice; *(v)* ignoring Plaintiff's repeated desperate attempts to contact the appropriate party to regain access to her home and belongings; and *(vi)* falsely claiming to be an officer of the court in order to have Plaintiff's utility services terminated.

172. All of Defendants' respective actions have been made in or affecting commerce.

173. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**XIX. SIXTEENTH CAUSE OF ACTION:**  
**VIOLATION OF THE NORTH CAROLINA DEBT COLLECTION ACT**  
**N.C. GEN. STAT. §§ 75-52, 75-54 & 75-55**  
*(All Defendants)*

In the alternative, to the extent the Court concludes *(i)* the conduct of Defendant SHCU was of the type exclusively governed by the North Carolina Debt Collection Act, and/or *(ii)* the

Defendants RoundPoint, Five Brothers, and Stuart are debt collectors rather than collection agencies, and their conduct was similarly of the type exclusively governed by the NCDCA:

174. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 173 of this Complaint as if fully set forth herein.

175. The alleged mortgage obligation owed by Plaintiff is a debt within the meaning of N.C. Gen. Stat. § 75-50(2).

176. Plaintiff is a consumer within the meaning of N.C. Gen. Stat. § 75-50(1).

177. Defendants are debt collectors within the meaning of N.C. Gen. Stat. § 75-50(3), as detailed in Paragraphs 4, 7, 10, and 14 *supra*.

178. Defendants have attempted to collect a debt (i) using conduct the natural consequence of which is to oppress, harass, or abuse Plaintiff; (ii) using fraudulent, deceptive, or misleading representations; and (iii) using unconscionable means.

179. Such conduct has included, but is not limited to: (i) conducting two foreclosure sales on a property that was not in default; (ii) conducting the second foreclosure sale after accepting \$14,582.12 from a state agency specifically to prevent such a sale; (iii) defaming Plaintiff to her neighbors and the public; (iv) trespassing upon Plaintiff's land twice, breaking into her home twice, and locking her out of it twice; (v) ignoring Plaintiff's repeated desperate attempts to contact the appropriate party to regain access to her home and belongings; and (vi) falsely claiming to be an officer of the court in order to have Plaintiff's utility services terminated.

180. All of Defendants' respective actions have been made in or affecting commerce.

181. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**XX. SEVENTEENTH CAUSE OF ACTION:**  
**VIOLATION OF THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692 et seq.**  
***(Defendants RoundPoint, Five Brothers, and Stuart)***

182. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 181 of this Complaint as if fully set forth herein.

183. The alleged mortgage obligation owed by Plaintiff is a debt within the meaning of 15 U.S.C. § 1692a(5).

184. Plaintiff is a consumer within the meaning of 15 U.S.C. § 1692a(3).

185. Defendants are debt collectors within the meaning of 15 U.S.C. § 1692a(6), as detailed in Paragraphs 6, 9, and 13 *supra*.

186. The alleged debt owed by Plaintiff was in default at the time it was acquired by Defendant RoundPoint, as detailed in Paragraph 33 *supra*.

187. Defendants have attempted to collect a debt (i) using conduct the natural consequence of which is to harass, oppress, or abuse Plaintiff; (ii) using false, deceptive, or misleading representations; and (iii) using unfair practices.

188. Such conduct has included, but is not limited to: (i) conducting two foreclosure sales on a property that was not in default; (ii) conducting the second foreclosure sale after accepting \$14,582.12 from a state agency specifically to prevent such a sale; (iii) defaming Plaintiff to her neighbors and the public; (iv) trespassing upon Plaintiff's land twice, breaking into her home twice, and locking her out of it twice; (v) ignoring Plaintiff's repeated desperate attempts to contact the appropriate party to regain access to her home and belongings; and (vi) falsely claiming to be an officer of the court in order to have Plaintiff's utility services terminated.



189. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

**XXI. EIGHTEENTH CAUSE OF ACTION:**  
**VIOLATION OF THE FEDERAL CIVIL RIGHTS ACT OF 1871**  
**42 U.S.C. § 1983**  
***(Defendants RoundPoint, Five Brothers, and Stuart)***

190. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 189 of this Complaint as if fully set forth herein.

191. Defendant RoundPoint, *(i)* in availing itself of this State's foreclosure process – functionally a replevin statute for real estate – as well as *(ii)* in accepting a reinstatement payment from this State via the NCHFA with a corresponding obligation to fully reinstate Plaintiff's mortgage, has so entangled its own conduct with the State as to be a person acting under color of law within the meaning of 42 U.S.C. § 1983.

192. Plaintiff has constitutionally protected property interests in her home and in peaceably residing within that home unmolested by the Defendants in this action.

193. Defendant RoundPoint, separately as well as through its authorized agents Defendant Five Brothers and Defendant Stuart, has subjected Plaintiff to the deprivation of those property interests without procedural due process, namely by trespassing upon Plaintiff's land twice, breaking into her home twice, locking her out of said home twice, and causing her utility service to be disconnected, all without legal authority and without providing to Plaintiff adequate notice or an opportunity to be heard.

**XXII. NINETEENTH CAUSE OF ACTION:**  
**CIVIL CONSPIRACY**  
***(All Defendants)***

194. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 193 of this Complaint as if fully set forth herein.

195. The Defendants in this action entered into various agreements between themselves relating to their respective interactions with Plaintiff and her property.

196. Said agreements were to perform unlawful acts, and/or lawful acts in an unlawful manner, including but not limited to: (i) conducting two foreclosure sales on a property that was not in default; (ii) conducting the second foreclosure sale after accepting \$14,582.12 from a state agency specifically to prevent such a sale; (iii) defaming Plaintiff to her neighbors and the public; (iv) trespassing upon Plaintiff's land twice, breaking into her home twice, and locking her out of it twice; (v) ignoring Plaintiff's repeated desperate attempts to contact the appropriate party to regain access to her home and belongings; and (vi) falsely claiming to be an officer of the court in order to have Plaintiff's utility services terminated.

197. Plaintiff was damaged as a result of Defendants' unlawful conduct, as detailed in Paragraphs 93-94 *supra*.

### **XXIII. PRAYER FOR RELIEF**

**WHEREFORE**, based upon the foregoing, the Plaintiff respectfully prays that:

1. She have a trial by jury on all issues so triable;
2. The Court find the respective Defendants liable for each of the respective causes of action outlined above;
3. The Defendants be permanently and forever enjoined from entering upon or into Plaintiff's land or home;
4. The Defendants be permanently and forever enjoined from again foreclosing on, or attempting to foreclose on, Plaintiff's home;

5. The foreign corporations, Defendants RoundPoint and Five Brothers, each be stripped of their respective authority to conduct business in this State for a period of at least ten (10) years;

6. Plaintiff have and recover of the Defendants, jointly and severally, compensatory damages in an amount in excess of \$10,000.00 to be proven at trial;

7. Plaintiff have and recover of the Defendants, jointly and severally, treble damages as provided by statute;

8. Plaintiff have and recover of the Defendants, jointly and severally, punitive damages as provided by statute;

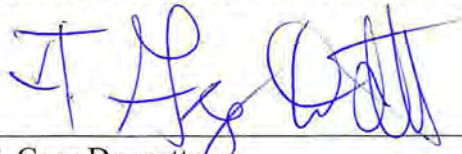
9. Plaintiff have and recover of the Defendants, jointly and severally, reasonable attorney fees as provided by statute;

10. The costs of this action be taxed against the Defendants;

11. The Court grant any such additional and further relief as it deems proper and just.

Respectfully submitted this the 21<sup>st</sup> day of August, 2013.

THE LAW OFFICES OF T. GREG DOUCETTE PLLC



T. Greg Doucette  
State Bar No. 44351

ATTORNEYS FOR PLAINTIFF  
311 E. Main Street  
Durham, North Carolina 27701-3717  
Phone: (919) 998-6993  
Email: greg@tgdlaw.com

ANNETTE M. HAYES,  
Plaintiff,

v.

SELF-HELP SERVICES CORPORATION )  
d/b/a SELF-HELP CREDIT UNION, )  
ROUNDPOINT MORTGAGE SERVICING )  
CORPORATION, FIVE BROTHERS )  
MORTGAGE COMPANY SERVICES AND )  
SECURING INC., and DOUGLAS ALLAN )  
STUART a/k/a "D.A. STUART", )  
Defendants. )

**EXHIBIT LIST**

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# Get Help to Save Your Home

The N.C. Foreclosure Prevention Fund™ helps North Carolina homeowners who are struggling to pay their mortgage due to job loss or other temporary financial hardship that occurred on or after January 1, 2008. If your goal is to obtain employment that will allow you to keep your home, it can provide temporary assistance to pay your mortgage while you search or train for a new job. The Fund provides assistance at no cost to you.

The N.C. Foreclosure Prevention Fund™ offers zero-interest, deferred loans up to \$36,000 to cover your mortgage and related expenses for up to 36 months. The loan can also be used to bring your mortgage current.

## Am I Eligible?

You may be eligible for help if you:

- are unemployed through no fault of your own or are earning less than you have in the past, or
- are seeking new employment to recover from a temporary financial hardship, such as a divorce, serious illness, or the death of a co-signor

To be eligible, you must also:

- need assistance with payments for your principal residence, which must be located in North Carolina,
- have satisfactory mortgage payment history prior to your job loss or financial hardship,
- demonstrate an ability to resume your mortgage payment once assistance ends, and
- be a legal resident of the U.S.

## How Do I Get Help?

Make an appointment with a participating, HUD-approved housing counselor, who will let you know what documents you need to gather, review your situation with you, and help you complete an application.

Or, you can go to [www.NCForeclosurePrevention.gov](http://www.NCForeclosurePrevention.gov) to apply directly for a loan. Go to "Am I Eligible" and complete the questionnaire. If you are eligible, you will be taken to a page that explains the online application process.

If your lender has already started foreclosure proceedings and you meet preliminary qualifications, the N.C. Housing Finance Agency may issue a temporary stay-of-foreclosure while your application is under review.

If you qualify for the loan, the N.C. Housing Finance Agency will make your mortgage payment directly to your loan provider or bank. At the end of the assistance period, you will resume making your own mortgage payment.

You will pay no interest on your loan, and if you remain in your home for 10 years, your loan will be considered satisfied and you will owe nothing.

## Serving your area:



The N.C. Foreclosure Prevention Fund™ is offered by the N.C. Housing Finance Agency, a self-supporting state agency, in partnership with HUD-approved counseling agencies statewide, and is funded through the U.S. Department of the Treasury's Hardest Hit Fund®.



For more information:  
[www.NCForeclosurePrevention.gov](http://www.NCForeclosurePrevention.gov)  
1-888-623-8631







5032 Parkway Plaza Boulevard, Suite 200  
Charlotte, NC 28217

09/24/2009

ANNETTE M HAYES  
3402 WESCOTT DR UNIT A  
WILSON, NC 27896

Loan Number: [REDACTED]  
RE: Notification of Servicing Transfer

Dear Borrower:

Welcome to RoundPoint Mortgage Servicing Corporation! You were recently notified by Self-Help Federal Credit Union that the servicing of your mortgage loan was sold or transferred to RoundPoint Mortgage Servicing Corporation. These rights include the right to collect payments from you. Please be advised that RoundPoint Mortgage Servicing Corporation will be servicing your mortgage loan, and will begin accepting payments from you effective 10/01/2009.

Please be assured that the sale or transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instrument, other than the terms directly related to the servicing of your loan.

Should you have any questions relating to the servicing of your loan, please call us at (877) 426-8805, Monday - Friday, 8:00 a.m. - 8:00 p.m. and Saturday, 8:00 a.m. - 12:00 p.m. EST or you may visit us at [www.roundpointmortgage.com/new\\_borrowers.html](http://www.roundpointmortgage.com/new_borrowers.html). If you prefer to email your questions, send them to [servicinghelp@roundpointmortgage.com](mailto:servicinghelp@roundpointmortgage.com).

Payments will no longer be accepted by Self-Help Federal Credit Union. Please send all mortgage payments to:

RoundPoint Mortgage Servicing Corporation  
Processing Center  
P.O. Box 19389  
Charlotte, NC 28219-9389

Always include your Loan Number, [REDACTED], on your payment as reference.

You will receive a billing statement from RoundPoint Mortgage Servicing Corporation each month. Please mail your payment with the coupon that is located on the bottom portion of your billing statement and note your loan number on the check/money order.

If your monthly payment currently includes escrow for taxes and/or insurance, this will continue without interruption.

If you were previously enrolled in an automatic debit program through Self-Help Federal Credit Union for your monthly mortgage payment, you must re-enroll through RoundPoint Mortgage Servicing Corporation to initiate automatic drafting of payments. Enclosed you will find an application for our automatic debit program, otherwise known as ACH drafting.

Please read the disclosure that is printed on page two of this letter, as it outlines your rights with regards to mortgage servicing.

Once again, welcome to RoundPoint Mortgage Servicing Corporation. As your mortgage service provider, we take pride in offering outstanding customer care. We encourage you to contact us to confirm we have the most current account information so that we can provide you with the quality services you expect. Please call us at (877) 426-8805, Monday - Friday, 8:00 a.m. - 8:00 p.m. and Saturday, 8:00 a.m. - 12:00 p.m. EST.

Sincerely,  
RoundPoint Mortgage Servicing Corporation  
Loan Servicing







January 06, 2010

Annette M Hayes  
3402 Wescott Dr Unit A  
Wilson, NC 27896

Loan Number: [REDACTED]  
Property Address: 3402 Wescott Dr Unit  
Wilson NC 27896

Dear Annette M Hayes :

As of January 06, 2010, your home loan is 127. days in default. Under North Carolina State Law, we are required to send you this notice to inform you that you are at risk of losing your home. The following is a breakdown of what is due as of the date of this letter.

5 Monthly Payments totaling	\$	3,403.35
Late Charges totaling	\$	61.94
Assessed Fees in the amount of	\$	30.00
Unapplied Funds Credit	(\$	510.75)
Escrow Advances totaling	\$	67.06
<b>Total Due</b>	<b>\$</b>	<b>3,051.60</b>

You can cure this default by making the payment of \$ 3,051.60 dollars by February 05, 2010.

Please remit the total amount due immediately to:

RoundPoint Mortgage Servicing Corporation  
Attn: Payment Processing  
P.O. Box 19389  
Charlotte, NC 28219-9389

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. Included in this notice is a list of government approved agencies which provide free or low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish you may also contact us directly at 1-877-426-8805 and ask to discuss possible options.

CL331/016/SHS





Page 2

January 06, 2010

Loan number [REDACTED]

The following is a list of Governmental and Non-Profit Entities which may recommend assistance or counseling to borrowers experiencing financial difficulty.

HUD Approved Counseling Agency  
1500 Pinecroft Road, Suite 401  
Greensboro, NC 27407-3838  
800-569-4287 TTY 800-877-8339  
<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>

NC Office of Commissioner of Banks  
316 W Edenton Street  
Raleigh, NC 27603  
888-442-8188  
<http://www.nccob.org/NCCOB/ConsumerAssistance/consumer.htm>

Thank you for your prompt attention to this matter.

Sincerely,

RoundPoint Mortgage Servicing Corporation  
P.O. Box 19409  
Charlotte, NC 28219-9409

THIS MAY BE AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

CL332/011/SHS





June 22, 2010

mtg copy

Annette M Hayes  
3402 Wescott Dr Unit A  
Wilson, NC 27896

Loan Number: [REDACTED]  
Property Address: 3402 Wescott Dr Unit  
Wilson NC 27896

Amount due: \$ 6,960.24 Date Due: September 01, 2009

Dear Annette M Hayes :

This letter is to confirm the repayment plan that was agreed upon to bring your account current. If an escrow analysis or ARM interest rate change occurs while you are on this plan, your payment may change. If this occurs, please contact us to discuss the repayment plan to ensure that the existing plan will continue to bring your account current.

This repayment plan is outlined on the following page.

Upon successful completion of the plan exactly as shown above, your mortgage loan should be current and the next installment due will be 12/10/11.

RoundPoint Mortgage Servicing Corporation will continue to report the status of your account to the credit bureaus based on the due date, not the plan date. In other words, until all payments are made under the repayment plan, your loan will be reported as past due. Any past payment history will not be altered, erased or changed. You will continue to receive letters required by the investor on your loan.

If you fail to comply with the terms of this agreement, the repayment plan will be terminated without further notice and foreclosure action may be instituted. If any party to this agreement, or any party that claims an interest in this property, files bankruptcy under any chapter of the United States Bankruptcy Code, the lender's agreement to forbear shall, without notice, be terminated.

(cont)

LM300/003/SHM





Page 2

June 22, 2010

Loan Number: [REDACTED]

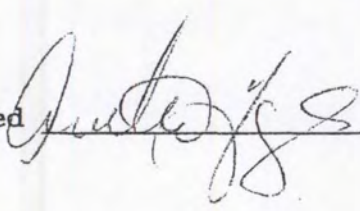
This repayment plan is as follows:

PLAN	DATE	AMT	PLAN	DATE	AMT
01	07/10/10	1,150.00	02	08/10/10	1,150.00
03	09/10/10	1,150.00	04	10/10/10	1,150.00
05	11/10/10	1,150.00	06	12/10/10	1,150.00
07	01/10/11	1,150.00	08	02/10/11	1,150.00
09	03/10/11	1,150.00	10	04/10/11	1,150.00
11	05/10/11	1,150.00	12	06/10/11	1,150.00
13	07/10/11	1,150.00	14	08/10/11	1,150.00
15	09/10/11	1,150.00	16	10/10/11	1,150.00
17	11/10/11	1,150.00			

Upon successful completion of the plan exactly as shown above, your mortgage loan should be current and the next installment due will be 12/10/11.

I/We agree to this repayment plan and will make the payments on or before the scheduled dates.

Signed



Date

6/24/10

(cont)

LM301/014/SHM

Page 3

June 22, 2010

Loan Number: [REDACTED]

This Repayment Agreement is entered into by RoundPoint Mortgage Servicing Corporation based on certain financial information you provided which indicates you do not have the means to cure the loan delinquency in full at this time. If your financial circumstances change substantially before the conclusion of the agreement period or if you receive sums of money from insurance claims, government grants or any other source, RoundPoint Mortgage Servicing Corporation reserves the right to cancel this agreement and to require that such proceeds be used in full or part to immediately cure the loan delinquency which exists at the time funds are received.

Please sign and return this agreement to the following address:  
RoundPoint Mortgage Servicing Corporation, Loss Mitigation  
Department, P.O. Box 19409, Charlotte, NC 28219-9409.

During the repayment period, please remit payments, as stated in the repayment plan, to the address referenced in the preceding paragraph.

If you have questions or need additional information, please contact our Loss Mitigation Department at 1-877-426-8805. Our call center is open Monday through Friday from 8:00 AM until 10:00 PM and Saturday from 8:00 AM until 12:00 Noon Eastern Time.

Sincerely,

Shon Mackey  
Loss Mitigation Department  
RoundPoint Mortgage Servicing Corporation

THIS MAY BE AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

LM302/013/SHM



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Sent To  
**RoundPoint Mortgage Servicing Corp**  
 Street, Apt. No., Loss mitigation Dept.  
 or PO Box No. PO box 19409  
 City, State, ZIP+4  
**Charlotte NC 28219-9409**

PS Form 3800, June 2002 See Reverse for Instructions

**PLAINTIFF'S  
 EXHIBIT**  
**E**





Home | Help

Track & Confirm

# Track & Confirm



## Search Results

Label/Receipt Number: 7003 1680 0004 9730 4882  
Class: First-Class Mail®  
Service(s): Certified Mail™  
Status: Delivered

Your item was delivered at 8:31 AM on July 12, 2010 in CHARLOTTE, NC 28208.

### Detailed Results:

- Delivered, July 12, 2010, 8:31 am, CHARLOTTE, NC 28208
- Notice Left, July 09, 2010, 10:33 am, CHARLOTTE, NC 28219
- Arrival at Unit, July 09, 2010, 10:16 am, CHARLOTTE, NC 28217
- Acceptance, July 08, 2010, 1:22 pm, WINSTON SALEM, NC 27105

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

*Annette*  
*239*  
#

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*Dole*  
*704-426-8628*

*Michelle Dole*  
*Supervisor in las mitigation*

*Jan 5, 2011*

*7-19-10*  
*Brooke*  
*lets like she is at*  
*note show mail was*  
*re opened + print rec id*  
*for authorization*  
*888-324-5558*

*Calvin*  
*877-426-8805 x 8628*  
*approved her repayment*  
*\$1150 through 11/2011*  
*that case of preclusion*  
*on 7-16-2010*

*income → 2480*  
*expenses*  
*2274*



854.0000022

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

IN THE GENERAL COURT OF JUSTICE  
BEFORE THE CLERK  
10-SP-267

FILED  
2010 JUL 15 AM 10:01

WILSON COUNTY, C.S.C.

IN THE MATTER OF THE FORECLOSURE by  
David A. Simpson, P.C., Substitute Trustee, of Deed of  
Trust Executed by Annette M. Hayes, Unmarried, and  
recorded on April 17, 2003, in Book 1949 at Page 349  
of the Wilson County Public Registry.

**ORDER**

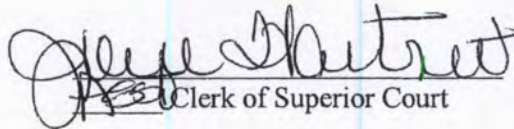
THIS CAUSE, coming on to be heard before the undersigned Honorable Post Clerk of Superior Court of Wilson County on **Thursday, July 15, 2010**, at **10:00 AM** and having heard the evidence and examined the appropriate affidavits and certified copies of documents, makes the following findings of fact:

**FINDINGS**

1. That Self Help Cedit Union, is the holder of the Note and Deed of Trust sought to be foreclosed and the Note evidences a valid debt owed by Annette M. Hayes, Unmarried or the current owner of the property being foreclosed.
2. That said Note is now in default.
3. The Deed of Trust gives the noteholder the right to foreclose under a power of sale and is enforceable according to its terms.
4. That notice of this hearing has been served on the record owners of the real estate and to all other persons against whom the noteholder intends to assert liability for the debt.
5. That the loan is not a subprime loan as defined in G.S. 45-101(4).
6. That the debtor does not currently occupy the property as his/her principal residence or that the noteholder attempted to communicate with the debtor to attempt to resolve the matter voluntarily prior to the foreclosure hearing pursuant to G.S. § 45-21.16C but such attempts were unsuccessful.

NOW, THEREFORE, IT IS ORDERED that the Substitute Trustee, be, and hereby is authorized to proceed with the foreclosure of the above captioned Deed of Trust, including the publishing and posting of the Notice of Sale and conducting said sale, pursuant to the provisions of Chapter 45 of the General Statutes of North Carolina and the terms and conditions of the above described Deed of Trust.

Dated: July 15, 2010.

  
Clerk of Superior Court





*David A. Simpson*

**NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, Unmarried, dated April 17, 2003 and recorded in the Office of the Register of Deeds of Wilson County, North Carolina, recorded on April 17, 2003, in Book 1949 at Page 349; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, in Wilson, North Carolina at **10:00 AM on Wednesday, October 13, 2010**, that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described as follows:

**BEING all of Lot 4, Section One, Phase Two of the Pines as shown on the map recorded in Plat Book 16, page 149, Wilson County Registry.**

Address of property: 3402 Wescott Drive, Unit A, Wilson, NC 27896  
Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder may also be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in his sole discretion, if he believes the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

Dated: July 6, 2010.

David A. Simpson, P.C., Substitute Trustee

By: *Joseph W. Thompson, IV*  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for the Substitute Trustee  
(704) 442-9500

Posted: \_\_\_\_\_

Witness: \_\_\_\_\_  
Assistant/Deputy Clerk of Superior Court





854.0000022 Dania Shea  
Present Record Owner: Annette M. Hayes

STATE OF NORTH CAROLINA

COUNTY OF WILSON

FILED IN THE GENERAL COURT OF JUSTICE  
BEFORE THE CLERK  
2010 JUL 16 AM 11: 24  
10-SP-267

WILSON COUNTY, C.S.C.

IN THE MATTER OF THE FORECLOSURE )  
by David A. Simpson, P.C., Substitute Trustee, )  
of a Deed of Trust Executed by Annette M. )  
Hayes, Unmarried, dated April 17, 2003 and )  
recorded on April 17, 2003, in Book 1949 at )  
Page 349 of the Wilson County Public )  
Registry. )  
)

**CERTIFICATE OF SERVICE**

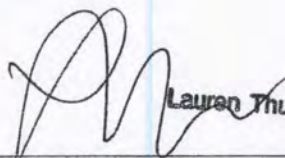
I, as attorney of record for the Substitute Trustee, hereby certify that on this the 15 day of July 2010, I served a copy of the Notice of Sale by depositing the same, enclosed in postage pre-paid, properly addressed envelope(s), in an official depository under the exclusive care and custody of the United States Postal Service, said envelope(s) being addressed as follows:

Annette M. Hayes  
3402 Wescott Drive, Unit A  
Wilson, NC 27896

Occupant  
3402 Wescott Drive, Unit A  
Wilson, NC 27896

North Carolina Housing Finance Agency  
P.O. Box 28066  
Raleigh, NC 27611

The Pines Homeowners Association  
c/o Robert W. Cunningham  
703 West Nash Street  
Wilson, NC 27893

  
Lauren Thurmond

\_\_\_\_\_  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for the Substitute Trustee



Posted  
FILED

**AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

2010 OCT -6 AM 11: 27

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, Unmarried, dated April 17, 2003 and recorded in the Office of the Register of Deeds of Wilson County, North Carolina, recorded on April 17, 2003, in Book 1949 at Page 349; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, in Wilson, North Carolina at **10:00 AM on Tuesday, October 26, 2010**, that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described as follows:

**BEING all of Lot 4, Section One, Phase Two of the Pines as shown on the map recorded in Plat Book 16, page 149, Wilson County Registry.**

Address of property: 3402 Wescott Drive, Unit A, Wilson, NC 27896

Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in his sole discretion, if he believes the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.





Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

Dated: July 15, 2010.

David A. Simpson, P.C., Substitute Trustee

By: \_\_\_\_\_  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for the Substitute Trustee  
(704) 442-9500

Posted: \_\_\_\_\_

Witness: \_\_\_\_\_  
Assistant/Deputy Clerk of Superior Court





# The Wilson Times Co.

2001 Downing St SW \* PO Box 2447

Wilson, North Carolina

27893

1058267

State of North Carolina }  
COUNTY OF WILSON

} ss

### AFFIDAVIT OF PUBLICATION

7196

10-SP-267

#### AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, dated April 17, 2003 and recorded on April 17, 2003, in Book No. 1949, at Page 349 in the Office of the Register of Deeds of Wilson County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, Wilson, North Carolina on January 5, 2011 at 12:30 PM that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina; and being more particularly described in the above referenced Deed of Trust.

Address of property: 3402 Wescott Drive Unit A, Wilson, NC 27896

Tax Parcel ID: 3713133582

Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared

Sandra Brantley

, who being first duly

sworn, deposes and says: that he (she) is

Legal Rep

(Publisher, Associate Publisher, or Other Officer or Employee Authorized to Make This Affidavit)

of The Wilson Times Co. Inc., engaged in the publication of a newspaper known as The Wilson Times published, issued, and entered as second class mail in the City of Wilson, NC, in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice or other legal advertisements, a true copy of which is attached hereto, was published in The Wilson Times on the following dates:

December 28<sup>th</sup>, 2010

January 4<sup>th</sup>, 2011

and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of section 1-597 of the General Statutes of North Carolina.

This 7<sup>th</sup> day of February, 2012

Sandra Brantley

(signature of person taking affidavit)

February 7<sup>th</sup>, 2012

Deborah G. Boykin

(Notary Public)

My commission expires: 7-23-2013





*Custer*

2010 DEC 10 AM 11:45  
WILSON COUNTY, C.S.P.

**AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, dated April 17, 2003 and recorded on April 17, 2003, in Book No. 1949, at Page 349 in the Office of the Register of Deeds of Wilson County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, Wilson, North Carolina on **January 5, 2011 at 12:30 PM** that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 3402 Wescott Drive Unit A, Wilson, NC 27896  
Tax Parcel ID: 3713133582  
Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.





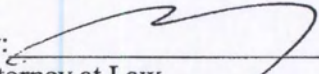
Dated: December 8, 2010

Posted: \_\_\_\_\_

Witness: \_\_\_\_\_

Assistant/Deputy Clerk of Superior Court

David A. Simpson, P.C., Substitute Trustee

By:  \_\_\_\_\_  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for David A. Simpson, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704) 442-9500



7196 Attn: Olivia Fair

STATE OF NORTH CAROLINA

COUNTY OF WILSON

FILED  
2010 DEC 10 AM 11:44  
WILSON COUNTY, C.S.C.  
IN THE GENERAL COURT OF JUSTICE  
BEFORE THE CLERK

BY  
IN THE MATTER OF THE FORECLOSURE by )  
David A. Simpson, P.C., Substitute Trustee, of a )  
Deed of Trust Executed by Annette M. Hayes, dated )  
April 17, 2003 and recorded on April 17, 2003, in )  
Book No. 1949, at Page 349 of the Wilson County )  
Public Registry. )  
)

**CERTIFICATE OF SERVICE**

I, as attorney of record for the Substitute Trustee, hereby certify that on this the 8<sup>th</sup> day of December 2010, I served a copy of the Notice of Sale by depositing the same, enclosed in postage pre-paid, properly addressed envelope(s), in an official depository under the exclusive care and custody of the United States Postal Service, said envelope(s) being addressed as follows:

Occupant and/or Spouse of Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

North Carolina Housing Finance Agency  
P.O. Box 28066  
Raleigh, NC 27611

The Pines Homeowners Association  
c/o. Robert W. Cunningham  
703 West Nash Street  
Wilson, NC 27893

David A. Simpson, P.C., Substitute Trustee

By: 

Attorney at Law

Rogers Townsend & Thomas, PC

Attorneys for David A. Simpson, P.C.

Substitute Trustee

2550 West Tyvola Road

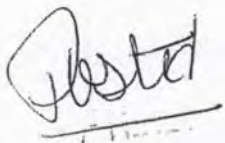
Suite 520

Charlotte, NC 28217

(704) 442-9500



7196  
10SP267



2010 DEC 14 PM 12:02

WILSON COUNTY, N.C.

**AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, dated April 17, 2003 and recorded on April 17, 2003, in Book No. 1949, at Page 349 in the Office of the Register of Deeds of Wilson County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, Wilson, North Carolina on **January 5, 2011 at 12:30 PM** that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 3402 Wescott Drive Unit A, Wilson, NC 27896  
Tax Parcel ID: 3713133582  
Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became



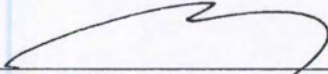
effective on May 20, 2009.

Dated: December 9, 2010

Posted: \_\_\_\_\_

Witness: \_\_\_\_\_  
Assistant/Deputy Clerk of Superior Court

David A. Simpson, P.C., Substitute Trustee

By:  \_\_\_\_\_  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for David A. Simpson, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704) 442-9500

7196 Attn: Olivia Fair

STATE OF NORTH CAROLINA

2010 DEC 14 PM 12: 03  
WILSON COUNTY, C.S.C.

COUNTY OF WILSON

IN THE GENERAL COURT OF JUSTICE  
BEFORE THE CLERK  
10SP267

IN THE MATTER OF THE FORECLOSURE by )  
David A. Simpson, P.C., Substitute Trustee, of a )  
Deed of Trust Executed by Annette M. Hayes, dated )  
April 17, 2003 and recorded on April 17, 2003, in )  
Book No. 1949, at Page 349 of the Wilson County )  
Public Registry. )

**CERTIFICATE OF SERVICE**

I, as attorney of record for the Substitute Trustee, hereby certify that on this the 9<sup>th</sup> day of December 2010, I served a copy of the Notice of Sale by depositing the same, enclosed in postage pre-paid, properly addressed envelope(s), in an official depository under the exclusive care and custody of the United States Postal Service, said envelope(s) being addressed as follows:

Occupant and/or Spouse of Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

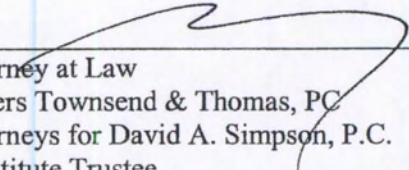
Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

North Carolina Housing Finance Agency  
P.O. Box 28066  
Raleigh, NC 27611

The Pines Homeowners Association  
c/o. Robert W. Cunningham  
703 West Nash Street  
Wilson, NC 27893



David A. Simpson, P.C., Substitute Trustee

By:   
Attorney at Law  
Rogers Townsend & Thomas, PC  
Attorneys for David A. Simpson, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704) 442-9500



105P267

# The Wilson Times Co.

2001 Downing St SW \* PO Box 2447

Wilson, North Carolina

27893

State of North Carolina }  
COUNTY OF WILSON ss

### AFFIDAVIT OF PUBLICATION

854.0000022  
10-SP-267

#### AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by **Annette M. Hayes**, Unmarried, dated April 17, 2003 and recorded in the Office of the Register of Deeds of Wilson County, North Carolina, recorded on April 17, 2003, in Book 1949 at Page 349; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, in Wilson, North Carolina at 10:00 AM on Tuesday, October 26, 2010, that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described as follows:

BEING all of Lot 4, Section One, Phase Two of the Pines as shown on the map recorded in Plat Book 16, page 149; Wilson County Registry.

Address of property: 3402 Wescott Drive, Unit A, Wilson, NC 27896

Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Sandra Brantley, who being first duly sworn, deposes and says: that he (she) is Legal Rep (Publisher, Associate Publisher, or Other Officer or Employee Authorized to Make This Affidavit) of The Wilson Times Co. Inc., engaged in the publication of a newspaper known as The Wilson Times published, issued, and entered as second class mail in the City of Wilson, NC, in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice or other legal advertisements, a true copy of which is attached hereto, was published in The Wilson Times on the following dates:

October 14<sup>th</sup>, 21<sup>st</sup>, 2010

and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of section 1-597 of the General Statutes of North Carolina.

This 10<sup>th</sup> day of February, 2012

Sandra Brantley  
(signature of person taking affidavit)

February 10<sup>th</sup>, 2012

Deborah G. Boykin  
(Notary Public)

My commission expires: 7-23-2013





STATE OF NORTH CAROLINA

File No.  
10SP267

In The General Court of Justice  
Superior Court Division  
Before the Clerk

Wilson County

Mortgagors-Grantors

Annette M. Hayes

Mortgagee-Trustee

David A. Simpson, P.C.

Deed of Trust-Book and Page No.

April 17, 2003, in Book No. 1949, at Page 349

2011 JAN -5 PM 12:35

WILSON COUNTY, C.S.C.

REPORT OF FORECLOSURE  
SALE/RESALE

G.S. 45-21.26

If Not Recorded, Description of Property

Owners of Record, If Not Original Mortgagors

Annette M. Hayes

Report of Sale

By authority of the power of sale contained in the above Mortgage or Deed of Trust and by authorization of the Clerk of Superior Court, there having been default under the terms of the obligation secured, the undersigned offered for sale at public auction, and sold the real property described above.

Report of Resale

As directed by Order of Resale by the Clerk of Superior Court issued upon the default of the successful bidder in this foreclosure proceeding, the undersigned offered for resale at public auction, after due and lawful advertisement, and sold the real property described in the Mortgage or Deed of Trust described above.

Name and Address of Purchaser and Highest Bidder

Self Help Credit Union  
c/o Rogers Townsend & Thomas, PC,  
successor by merger to Kellam & Pettit, P.A.  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217

Amount Bid

\$53,550.00

Place of Sale

Wilson County Courthouse, North Carolina

Date

January 5, 2011

Time of Sale

12:30 PM

AM  
 PM

Date of Report

January 5, 2011

Name of Mortgagee-Trustee, Attorney-Agent

David A. Simpson, P.C.

Signature of Mortgagee-Trustee, Attorney-Agent

For Clerk's Use

Last Date for Upset Bid

1-18-10

Minimum Amount of Next Upset Bid

\$ 56,227.50

Amount of Deposit Required to Upset Bid

\$2811.38



Attention Clerk: Please fax upset bids to 704-442-8595 Attn: Post Sale Dept.

7196/Olivia Fair



# United States Bankruptcy Court

For The  
Eastern District of North Carolina Wilson Division

ANNETTE MARIE HAYES  
3402 WESCOTT DRIVE #A  
WILSON, NC 27896

Case No.: 11-00392-8-RDD  
SS #1: XXX-XX-9975

## FINAL REPORT AND ACCOUNT

This case was commenced on

MO.	DAY	YR.
01	18	11

The Plan was confirmed on

MO.	DAY	YR.

The Case was concluded on

MO.	DAY	YR.
10	04	12

Dismissed Prior To Confirmation

Your trustee has maintained a detailed record of all receipts, including the source or other identification of each receipt and of all disbursements. Copies of these detailed records have been filed with the Court, or are attached hereto, and are incorporated by reference in this report.

RECEIPTS: Amount paid to the Trustee by or for the Debtor for benefit of creditors. \$ 13,860.00

DISBURSEMENTS TO CREDITORS CREDITOR'S NAME	CLAIM NUMBER	CLASSIFICATION	AMOUNT ALLOWED	AMOUNT PAID		BALANCE DUE
				PRINCIPAL	INTEREST	
ECAST SETTLEMENT CORPORAT	005	Unsecured	2,743.89	0.00	0.00	0.00
NC HOUSING FINANCE	920	Secured	13,142.00	0.00	0.00	DirectPay
ROUNDPOINT MORTGAGE SERVI	900	Secured	11,649.28	11,649.28	0.00	0.00
SUNTRUST	001	Unsecured	92,974.39	0.00	0.00	0.00
AES	002	Unsecured	0.00	0.00	0.00	Not Filed
CANDICA LLC	003	Unsecured	1,748.27	0.00	0.00	0.00
CANDICA LLC	004	Unsecured	1,212.27	0.00	0.00	0.00
COLLEGE FOUNDATION, INC.	006	Unsecured	0.00	0.00	0.00	Not Filed
COLLEGE FOUNDATION, INC.	007	Unsecured	0.00	0.00	0.00	Not Filed
GEORGE WASHINGTON HOSPITA	008	Unsecured	0.00	0.00	0.00	Not Filed
H&R BLOCK BANK	009	Unsecured	904.22	0.00	0.00	0.00
ROUNDPOINT MORTGAGE SERVI	901	Secured	1,361.34	0.00	0.00	1,361.34
CANDICA LLC	010	Unsecured	0.00	0.00	0.00	Not Filed
ROUNDPOINT MORTGAGE SERVI	902	Secured	11,204.60	0.00	0.00	11,204.60
NC STATE EDUCATION ASSIST	011	Unsecured	10,184.71	0.00	0.00	0.00
THE PINES HOMEOWNERS ASS	012	Secured	3,133.39	0.00	0.00	3,133.39
R C M ROUNTREE ATTORNEY F	013	Unsecured	0.00	0.00	0.00	Not Filed
ANNETTE MARIE HAYES	999	Refund	1,472.60	1,472.60	0.00	0.00





# United States Bankruptcy Court

For The  
Eastern District of North Carolina Wilson Division

ANNETTE MARIE HAYES  
3402 WESCOTT DRIVE #A  
WILSON, NC 27896

Case No.: 11-00392-8-RDD  
SS #1: XXX-XX-9975

## FINAL REPORT AND ACCOUNT

This case was commenced on

MO.	DAY	YR.
01	18	11

The Plan was confirmed on

MO.	DAY	YR.

The Case was concluded on

MO.	DAY	YR.
10	04	12

Dismissed Prior To Confirmation

Your trustee has maintained a detailed record of all receipts, including the source or other identification of each receipt and of all disbursements. Copies of these detailed records have been filed with the Court, or are attached hereto, and are incorporated by reference in this report.

RECEIPTS: Amount paid to the Trustee by or for the Debtor for benefit of creditors. \$ 13,860.00

DISBURSEMENTS TO CREDITORS CREDITOR'S NAME	CLAIM NUMBER	CLASSIFICATION	AMOUNT ALLOWED	AMOUNT PAID		BALANCE DUE
				PRINCIPAL	INTEREST	
ROBERT R BROWNING TRUSTEE	014	Special	125.00	125.00	0.00	0.00

SUMMARY OF CLAIMS ALLOWED AND PAID:

	SECURED	PRIORITY	GENERAL	LATE	SPECIAL	TOTAL	
AMOUNT ALLOWED	27,348.61	0.00	109,767.75	0.00	1,597.60	138,713.96	TOTAL PAID PRINCIPAL AND INTEREST
PRINCIPAL PAID	11,649.28	0.00	0.00	0.00	1,597.60	13,246.88	
INTEREST PAID	0.00	0.00	0.00	0.00	0.00	0.00	

OTHER DISBURSEMENT UNDER ORDER OF COURT

DEBTOR'S ATTORNEY	FEE ALLOWED	FEE PAID
WILLIAM E. BREWER, JR	3,000.00	0.00

COURT COSTS AND OTHER EXPENSES OF ADMINISTRATION	FILING FEE AND DEPOSIT	ADDITIONAL CHARGES		TRUSTEE		OTHER COST	
		CLERK'S CHARGES	.25 EACH CLAIM OVER 10	EXPENSE FUND	COMPENSATION FUND		
	0.00	0.00		306.56	306.56	0.00	613.12

WHEREFORE, your Petitioner prays that a Final Decree be entered discharging your Petitioner as Trustee and releasing your Petitioner and The Trustee's surety from any and all liability on account of the within proceedings, and closing the estate, and for such other and further relief as is just. Pursuant to FRBP 5009, I hereby certify that the above captioned case has been fully administered.

Dated: 12/20/2012

Robert R. Browning  
P.O. Box 8248  
Greenville, NC 27834



May 24, 2012

Annette M. Hayes  
3402 Wescott Dr NW Apt A  
Wilson, NC 27896-1188

RE: Annette M. Hayes  
3402 Wescott Dr NW Apt A  
Wilson, NC 27896-1188

Dear Homeowner:

Your application to the North Carolina Housing Finance Agency (Agency) for assistance through the NC Foreclosure Prevention Fund has been approved. Final approval is subject to your ongoing compliance to program terms, conditions and guidelines.

Your assistance will be in the form of a loan. The maximum loan amount you are eligible to receive is \$18,362.12. Your loan proceeds will be paid directly to your mortgage servicer and other mortgage-related parties, if applicable.

Proceeds will be disbursed by the Agency within 30 days of receipt of your recorded closing documents. Proceeds will be disbursed as follows:

**One-Time Payment / Reinstatement**

\$14,582.12	Reinstatement to RoundPoint Mortgage Servicing Corporation (ACH) (Mortgage) for 15 months (5/1/2011 - 7/1/2012)
\$3,780.00	Reinstatement to The Pines HOA (Homeowners Association Dues (HOA Dues)) for 15 months (5/1/2011 - 7/1/2012)

**Ongoing Remittance**

None





THIS AMOUNT WILL NOT INCLUDE ANY OPTIONAL ANCILLARY PRODUCTS. During the period that loan fund assistance is remitted for you, you will be responsible for all other expenses not explicitly covered above.

For the initial reinstatement and during the entire period of assistance, it is your responsibility to monitor that the loan proceeds are posted correctly to your account(s) and that they result in full reinstatement, accurate reporting to credit reporting agencies, etc. Should you notice discrepancies, please contact the Agency immediately.

It is your responsibility to notify the Agency immediately of any changes in income, employment status, and schedule of retraining, mortgage payment amounts due to annual escrow analysis or other reasons, and if any additional debt is incurred.

Please be advised that this amount does include a NA cushion amount just in case of payment increases due to escrow or rate changes. The Mortgage Payment Program (MPP) funds will be in the form of a 0% interest, non-recourse, and deferred-payment forgivable loan which may subordinate to current mortgages. The loan will be forgiven in full after 10 years provided the homeowner remains in the home. The forgiveness clause will reduce the loan amount by 20% a year every year provided the homeowner stays in the home after 5 years. The loan must be paid back if the home is sold, refinanced or is no longer owner occupied prior to the maturity date.

**Please allow the Agency 30 days after your closing to disburse funds to your servicer and/or mortgage-related parties before contacting our Agency.**

Sincerely,

NC Foreclosure Prevention Fund Group

cc: Wilson Community Improvement Association, Inc.  
cc: ROUNDPOINT MORTGAGE



CORRECTED (if checked)

Filer's name, street address, city, state, ZIP code, and telephone no. North Carolina Housing Finance Agency 3508 Bush Street Raleigh, NC 27609 (919) 877-5700		OMB No. 1545-2221 <b>2012</b> Form <b>1098-MA</b>	<b>Mortgage Assistance Payments</b>  <b>Copy B</b>  <b>For Homeowner</b> This is important tax information and is being furnished to the Internal Revenue Service.
Filer's federal identification no. [REDACTED]	Homeowner's federal identification no. [REDACTED]	1. Total State HFA/HUD and homeowner mortgage payments \$14,582.12	
Homeowner's name Annette M. Hayes		2. State HFA/HUD mortgage assistance payments \$14,582.12	
Street address (including apt. no.) (optional) 3402 Wescott Dr NW Apt A		3. Homeowner mortgage payments \$0.00	
City, state, and ZIP code (optional) Wilson, NC 27896-1188		[REDACTED]	
Account number (optional) [REDACTED]		[REDACTED]	

Form 1098-MA

(keep for your records)

Department of the Treasury - Internal Revenue Service

**Instructions for Homeowner**

**Homeowner's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

**Form 1098-MA.** The information on this statement is submitted to the IRS by State Housing Finance Agencies (HFAs) or the Department of Housing and Urban Development (HUD) to report: (1) payments made by either HUD under the Emergency Homeowners' Loan Program (EHLF) or a State HFA under the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (HFA Hardest Hit Fund) or the EHLF (State HFA/HUD mortgage assistance payments); and (2) payments made by you (homeowner mortgage payments) under these programs.

**Safe-harbor deduction computation.** You may use a safe-harbor method to compute your deduction for mortgage interest and real property taxes on your main home if you meet two tests. First, you meet the rules to deduct all of the mortgage interest on your loan

and all of the real property taxes on your main home. Second, you participated in an HFA Hardest Hit Fund program in which program payments could be used to pay mortgage interest or you participated in an EHLF. If you meet these tests, then you may deduct an amount equal to the sum of all payments you actually made during the year to your mortgage servicer, the State HFA, or HUD. However, the amount you may deduct cannot exceed the sum of the amounts shown on Form 1098, Mortgage Interest Statement, in box 1 (Mortgage interest received from payers(s)/borrower(s)), and any real estate taxes report in box 4. However, you are not required to use this safe-harbor method to compute your deduction for mortgage interest and real property taxes and mortgage insurance premiums on your main home.

**Account Number (if shown).** May show an account number the filer has assigned to distinguish your account.

**Box 1.** Shows the total amount of State HFA/HUD mortgage assistance payments and homeowner mortgage payments.

**Box 2.** Shows the amount of State HFA/HUD mortgage assistance payments.

**Box 3.** Shows the amount of homeowner mortgage payments you paid to the State HFA or HUD.

Below is a list of payments made in 2012 to your Mortgage Loan Servicer ONLY. This list may not include all payments made on your behalf.

Check Date	Paid To	Amount
6/1/2012	RoundPoint Mortgage Se	\$14,582.12





Chp 13

ANNETTE M. HAYES  
3402-A WESCOTT DR.  
WILSON, NC 27696

1271  
66-7497/2560

8.11.12 DATE

PAY TO THE ORDER OF Roundpoint Mortgage \$415.<sup>00</sup>  
four hundred fifteen & 00/100 DOLLARS

NAVY FEDERAL Credit Union

*[Signature]*

Seq: 27  
Dep: 020541  
R/T: 011000138  
Date: 10/22/12

For Deposit only to  
Cust: Roundpoint Mortgage Servicing C  
Ad: Master

Posting Date	2012 Oct 23
Sequence Number	[REDACTED]
Amount	\$415.00
NFCU Account Number	[REDACTED]
MICR Account Number	[REDACTED]
Check Number	0
Serial Number	1271
MICR PC Code	1
Teller ID	000000
Branch/ATM ID	0000



ANNETTE M. HAYES  
 8406-A WESCOTT DR.  
 WILSON, NC 27896

1282  
 88-740732500

8.29.12 DATE

PAY TO THE ORDER OF RoundPoint Mortgage Services \$417.<sup>00</sup>  
four hundred seventeen <sup>00</sup>/<sub>100</sub> DOLLARS

NAVY FEDERAL

*[Signature]*

For Deposit only to

Cust: Roundpoint Mortgage Service

Ac: Master

Seq: 2  
 Dep: 020753  
 A/E: 011000138  
 Date: 11/08/12

00





**ROUNDPOINT**  
 MORTGAGE SERVICING CORPORATION  
 5032 Parkway Plaza Boulevard, Suite 200  
 Charlotte, North Carolina 28217

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS  
 HAZARD INS \$783.00  
 COUNTY TAX \$1,095.19

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
 AND CHANGE OF PAYMENT NOTICE PREPARED FOR

ACCOUNT NUMBER: [REDACTED]  
 ESCROW ANALYSIS DATE: 09/11/2012

NEW PAYMENT IS AS FOLLOWS:  
 Principal and Interest \$572.58  
 Required Escrow Payment \$156.52  
 Shortage/Surplus Spread \$26.99  
 Total Payment \$756.09  
 New Payment Effective Date: 10/01/2012

ANNETTE M HAYES  
 3402 WESCOTT DR NW APT A  
 WILSON NC 27896-1188



ESCROW ACCOUNT PROJECTION FOR THE COMING YEAR

The following estimate of activity in your escrow account from 10/12 through 09/13 is provided for your information. All payments we anticipate receiving as well as disbursements we anticipate making on your behalf are included, along with the Projected Escrow Account Balance, derived by carrying forward your current actual escrow balance. The Required Escrow Account balance displays the amount actually required to be on hand as specified by Federal law, State law and your mortgage documents, and may include a cushion of up to 1/6th of your Annual Disbursements. Please retain this statement for comparison with the actual activity in your account at the end of the next escrow account computation year.

MONTH	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT		SPECIAL	ESCROW ACCOUNT BALANCE	
	MIP/PMI	TAXES	FLOOD	HAZ. INS.		PROJECTED	REQUIRED
STARTING BALANCE						\$1397.84	\$1721.67
OCT	\$156.52			\$783.00		\$771.36	\$1095.19
NOV	\$156.52					\$927.88	\$1251.71
DEC	\$156.52	\$1095.19				\$10.79	\$313.04 *
JAN	\$156.52					\$145.73	\$469.56
FEB	\$156.52					\$302.25	\$626.08
MAR	\$156.52					\$458.77	\$782.60
APR	\$156.52					\$615.29	\$939.12
MAY	\$156.52					\$771.81	\$1095.64
JUN	\$156.52					\$928.33	\$1252.16
JUL	\$156.52					\$1084.85	\$1408.68
AUG	\$156.52					\$1241.37	\$1565.20
SEP	\$156.52					\$1397.89	\$1721.72

\*Indicates your projected low point of ( \$10.79). Your required reserve balance is \$313.04. The difference between the projected low point and required reserve balance is \$323.83. This is your shortage.

RoundPoint Mortgage Servicing Corporation ("RoundPoint") appreciates your business. If you have questions regarding this analysis or if we can be of further assistance please do not hesitate to call us at 1-877-426-8805. Our offices are open Monday through Friday from 8:00 AM until 10:00 PM and Saturday from 8:00 AM until 12:00 Noon Eastern Time.

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT ROUNDPOINT MORTGAGE SERVICING CORPORATION IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

Notice to Customers: RoundPoint Mortgage Servicing Corporation may report information about your mortgage account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Colorado Residents: RoundPoint Mortgage Servicing Corporation maintains an in-state office as required by 4 Code of Colorado Regulations 903-1. Colorado Manager, Inc., 80 Garden Center, Suite 3, Broomfield CO 80020 Phone: 303-920-4763





**ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - ACCOUNT HISTORY**

Loan Number: XXXXXXXXXX

Name: ANNETTE M HAYES

- This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- An asterisk (\*) indicates a difference from the projected activity in either the amount or date.
- When applicable, the letter "Y" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- Your projected low point may have been reached based on one or more of the following factors:

Payment(s)

- Monthly payment(s) received earlier or later than expected
- Monthly payment(s) received were less than or greater than expected
- Previous overage was returned to escrow
- Previous shortage not paid entirely

Taxes

- Tax rate and/or assessed value changed
- Exemption status lost or changed
- Supplemental/Delinquent tax paid
- Tax bill paid earlier or later than expected
- Tax refund received
- New tax escrow requirement paid

Insurance

- Change in premium
- Change in coverage
- Additional premium paid
- Insurance bill paid earlier or later than expected
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

MONTH	PAYMENTS TO ESC. ACCT.		PAYMENTS FROM ESC. ACCT.		DESCRIPTION	ESCROW BAL. COMPARISON	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
STARTING BAL.						\$312.99	\$3671.10-
JAN	\$156.52	*				\$469.51	\$3671.10-
FEB	\$156.52	\$216.18*				\$626.03	\$3454.92-
MAR	\$156.52	\$108.09*				\$782.55	\$3346.83-
APR	\$156.52	\$108.09*				\$939.07	\$3238.74-
MAY	\$156.52	\$108.09*				\$1095.59	\$3130.65-
JUN	\$156.52	\$2607.78*				\$1252.11	\$522.87-
JUL	\$156.52	\$1391.81*				\$1408.63	\$868.94
AUG	\$156.52	*				\$1565.15	\$868.94
SEP	\$156.52	\$528.90*Y				\$1721.67	\$1397.84
OCT	\$156.52	*	\$783.00	*	HAZARD INS	\$1095.19	\$0.00
NOV	\$156.52	*				\$1251.71	\$0.00
DEC	\$156.52	*	\$1095.19	*	COUNTY TAX	\$313.04	\$0.00

OVER THIS PERIOD, AN ADDITIONAL \$0.00 WAS DEPOSITED INTO YOUR ESCROW ACCOUNT FOR INTEREST ON ESCROW.





DEFAULT MANAGEMENT SOLUTIONS

**FIVE BROTHERS MORTGAGE  
SERVICING & SECURING, INC**

**A PROPERTY PRESERVATION COMPANY**

**TO REPORT ANY PROBLEMS OR CONCERNS, PLEASE CALL:**

**(888) 542-8854**



Christine Lamb [mailto:[cslamb@gdhs.com](mailto:cslamb@gdhs.com)]

March 04, 2013 4:53 PM

To: Billy Braziel

Subject: RE: Read: CLIENT LOCKED OUT -- Annette Hayes 11-00392

---

RoundPoint claims they locked the house because it was vacant? In any event, the loss mitigation specialist that is handling Ms. Hayes' account is as follows:

Tchernavia Vanderhor  
(704) 424-7157 direct  
Or 877-425-8805 ext. 7157

I have not been able to speak with my contact at RoundPoint and the "front desk" people will not give me any information about the account without Ms. Hayes' consent. As soon as I am able to speak with someone, I'll let you know. In the meantime, I recommend that Ms. Hayes contact RoundPoint directly to regain access. She has the right of possession whether RP alleges she is in default or not.

Christine Lamb  
[cslamb@gdhs.com](mailto:cslamb@gdhs.com)  
(704) 892-3600 ph.

---

**From:** Billy Braziel [mailto:[billy@williambrewer.com](mailto:billy@williambrewer.com)]

**Sent:** Monday, March 04, 2013 3:58 PM

**To:** Christine Lamb

**Cc:** Deana Leggett; William Brewer

**Subject:** Re: Read: CLIENT LOCKED OUT -- Annette Hayes 11-00392

Any update on this





On Mar 4, 2013, at 10:06 AM, "Christine Lamb" <[cslamb@gdhs.com](mailto:cslamb@gdhs.com)> wrote:

Your message

To: [clamb@lambfirm.com](mailto:clamb@lambfirm.com); [cslamb@gdhs.com](mailto:cslamb@gdhs.com)

Cc: Deana Leggett

Subject: CLIENT LOCKED OUT -- Annette Hayes 11-00392

Sent: 3/4/2013 8:59 AM

was read on 3/4/2013 10:07 AM.

<mime-attachment>







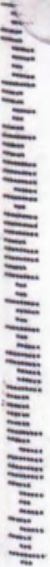
**ROUNDPOINT**  
MORTGAGE SERVICING CORPORATION

5032 Parkway Plaza Boulevard, Suite 200  
Charlotte, North Carolina 28217

March 15, 2013

Annette M Hayes  
3402 Wescott Dr Unit A  
Wilson, NC 27896

27896-3188 UNK



Hasler

03/18/2013

US POSTAGE

**\$00.46**

FIRST-CLASS MAIL



ZIP 28217  
011D11634710

**PLAINTIFF'S EXHIBIT**  
U

ANNETTE M. HAYES  
3402-A WESCOTT DR.  
WILSON, NC 27896

1338  
68-7497/2560

9.30.12

DATE

PAY TO THE ORDER OF Roundpoint Mortgage Servicing \$ 832.00  
eight hundred thirty two & 00/100 DOLLARS

NAVY FEDERAL Credit Union

MAR 07 2013

FOR [REDACTED]

TRANSIT ROUTING NUMBER CHECK NUMBER ACCOUNT NUMBER

ANNETTE M. HAYES  
3402-A WESCOTT DR.  
WILSON, NC 27896

1339  
68-7497/2560

10.30.12

DATE

PAY TO THE ORDER OF Roundpoint mortgage servicing \$ 756.09  
seven hundred fifty six & 09/100 DOLLARS

NAVY FEDERAL Credit Union

10/12

FOR [REDACTED]

TRANSIT ROUTING NUMBER CHECK NUMBER ACCOUNT NUMBER

ANNETTE M. HAYES  
3402-A WESCOTT DR.  
WILSON, NC 27896

1340  
68-7497/2560

11.30.12

DATE

PAY TO THE ORDER OF Round Point Mortgage Servicing \$ 756.09  
seven hundred fifty six & 09/100 DOLLARS

NAVY FEDERAL Credit Union

11/12

FOR [REDACTED]

TRANSIT ROUTING NUMBER CHECK NUMBER ACCOUNT NUMBER

tabbles®  
PLAINTIFF'S  
EXHIBIT  
V





March 15, 2013

Annette M Hayes  
3402 Wescott Dr Unit A  
Wilson, NC 27896

Loan Number: [REDACTED]  
Property Address: 3402 Wescott Dr Unit  
Wilson NC 27896

RE: Notice of Returned Payment



Dear Annette M Hayes :

We are returning your payment due to the reason(s) marked below:

- x LESS THAN TOTAL DUE      Your account is due for the August 2012 payment and forward. The total amount due is \$8,025.10.
- SIGNATURE REQUIRED      Your check is not signed. Please sign and return it to us immediately.
- AMOUNT DISCREPANCY      The legal amount and numeric amount on check must match.
- POST-DATED ITEM      RoundPoint Mortgage Servicing Corporation (RoundPoint) cannot hold post-dated items.
- PAYEE DISCREPANCY      Please make your check payable to RoundPoint Mortgage Servicing Corporation.
- ILLEGIBLE ITEM      Unable to deposit item due to legibility.
- PAID IN FULL      Your loan now has a zero principal balance.
- LOAN MATURED      Your loan has matured and is due in full. This payment does not satisfy the full amount due.
- OTHER

Electronic payments will be returned to your electronic bill pay service.

CM311/029/EPA

P.O. Box 19409 | Charlotte, North Carolina 28219-9409 | 877-426-8805  
www.rpmservicing.com

Colorado Residents: RoundPoint Mortgage Servicing Corporation maintains an in-state office as required by 4 Code of Colorado Regulations 903-1. Colorado Manager, Inc., 80 Garden Center, Suite 3, Broomfield CO 80020 Phone: 303 920-4763



# ROUNDPOINT

MORTGAGE SERVICING CORPORATION

Page 2

March 15, 2013

Loan Number: [REDACTED]

RoundPoint appreciates your business. If you have additional questions, please call us at 877-426-8805. Our offices are open Monday through Friday from 8:00 AM until 10:00 PM and Saturday from 8:00 AM until 12:00 PM Eastern Time.

Sincerely,

RoundPoint Mortgage Servicing Corporation

Please mail payments to this address:

RoundPoint Mortgage Servicing Corporation  
P.O. Box 19389  
Charlotte, NC 28219-9389

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT ROUNDPOINT MORTGAGE SERVICING CORPORATION IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED. OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS, AND TELEPHONE NUMBER.

Notice to Customers: Roundpoint Mortgage Servicing Corporation (RoundPoint) may report information about your mortgage account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CM310/013/EPA

P.O. Box 19409 | Charlotte, North Carolina 28219-9409 | 877-426-8805

[www.rpmservicing.com](http://www.rpmservicing.com)

Colorado Residents: RoundPoint Mortgage Servicing Corporation maintains an in-state office as required by 4 Code of Colorado Regulations 903-1. Colorado Manager, Inc., 80 Garden Center, Suite 3, Broomfield CO 80020 Phone: 303-920-4763



113266-00022  
10-SP-267

*Posted*

2013 MAR 19 PM 3:50

**AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Annette M. Hayes, dated April 17, 2003 and recorded on April 17, 2003 in Book No. 1949 at Page 349 in the Office of the Register of Deeds of Wilson County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Wilson County Courthouse, Wilson, North Carolina on **April 8, 2013 at 10:00 AM** that parcel of land, including improvements thereon, situated, lying and being in the City of Wilson, County of Wilson, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 3402 Wescott Drive Unit A, Wilson, NC 27896  
Tax Parcel ID: 3713133582  
Present Record Owners: Annette M. Hayes

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

If for any reason the Trustee is unable to convey title to this property or the sale is set aside, the sole remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney or the Trustee.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

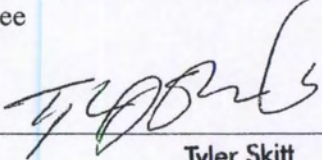




Posted: \_\_\_\_\_

Witness: \_\_\_\_\_  
Assistant/Deputy Clerk of Superior Court

Rogers Townsend & Thomas, PC, Substitute  
Trustee

By:  \_\_\_\_\_  
**Tyler Skitt**

\_\_\_\_\_  
Attorney at Law  
Rogers Townsend & Thomas, PC  
Substitute Trustee  
2550 West Tyvola Road, Suite 520  
Charlotte, NC 28217  
(704) 442-9500



113266-00022

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

BEFORE THE CLERK

COUNTY OF WILSON

10SP267

IN THE MATTER OF THE FORECLOSURE by )  
Rogers Townsend & Thomas, PC, Substitute Trustee, )  
of a Deed of Trust Executed by Annette M. Hayes, )  
dated April 17, 2003 and recorded on April 17, 2003 )  
in Book No. 1949 at Page 349 of the Wilson County )  
Public Registry. )  
)  
)  
)  
)

FILED  
2013 MAR 19 PM 3:49  
WILSON COUNTY, C.S.C.

CERTIFICATE OF SERVICE

I, as attorney of record for the Substitute Trustee, hereby certify that on this the 18 day of March, 2013 I caused to be served a copy of the Amended Notice Of Sale by depositing the same, enclosed in postage pre-paid, properly addressed envelope(s), in an official depository under the exclusive care and custody of the United States Postal Service, said envelope(s) being addressed as follows:

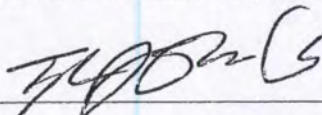
Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

Annette M. Hayes  
527 Michael Street  
Apartment L  
Kernersville, NC 27284

North Carolina Housing Finance Agency  
ATTN: Servicing Department  
PO Box 28066  
Raleigh, NC 27611

Occupant and/or Spouse of Annette M. Hayes  
3402 Wescott Drive Unit A  
Wilson, NC 27896

Rogers Townsend & Thomas, PC, Substitute Trustee

By: 

**Tyler Skitt**

Attorney at Law  
Rogers Townsend & Thomas, PC  
Substitute Trustee  
2550 West Tyvola Road, Suite 520  
Charlotte, NC 28217  
(704) 442-9500



PLAINTIFF'S  
EXHIBIT  
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Red tag with illegible text





PLEASE THE COMPANY AND THE  
TO CUT OFF AND HAS BEEN  
IN ACCORDANCE WITH THE  
IN THE EVENT OF A DISPUTE



Fingert Brothers

6000 1700 1000

DATE

PLAINTIFF'S  
EXHIBIT  
Y 2

tabbies



NOTICE: THE DOMESTIC WATER SYSTEM  
IS CUT OFF AND HAS BEEN WINTERIZED  
IN ACCORDANCE WITH SPECIFICATIONS  
OF THE DEPT. OF HUD OR VA



(586) 772-7600

DATE \_\_\_\_\_ WINTERIZED

NOTICE: THE DOMESTIC WATER SYSTEM  
IS CUT OFF AND HAS BEEN WINTERIZED  
IN ACCORDANCE WITH SPECIFICATIONS  
OF THE DEPT. OF HUD OR VA



(586) 772-7600

DATE \_\_\_\_\_ WINTERIZED



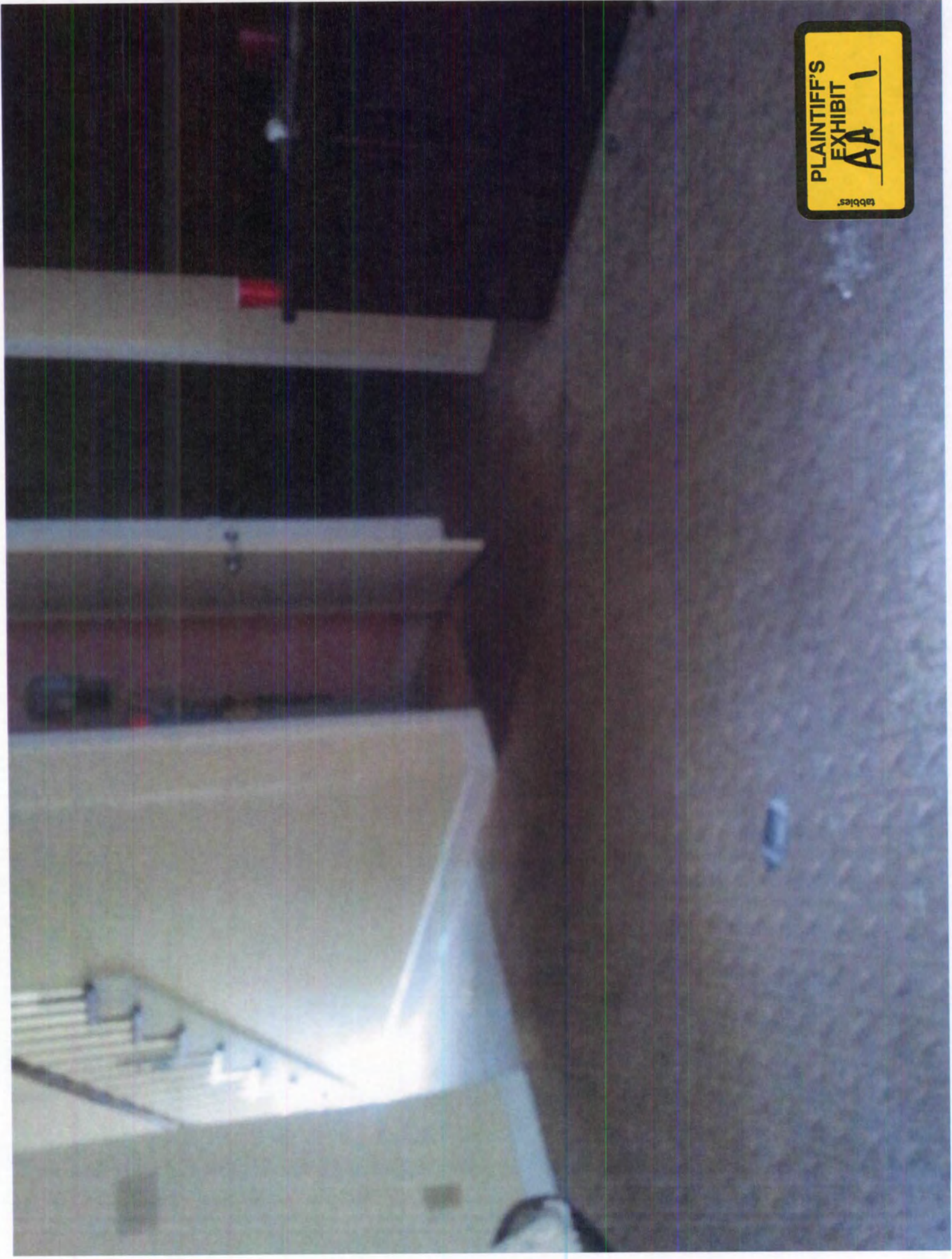


PLAINTIFF'S  
EXHIBIT  
2

tabbles®

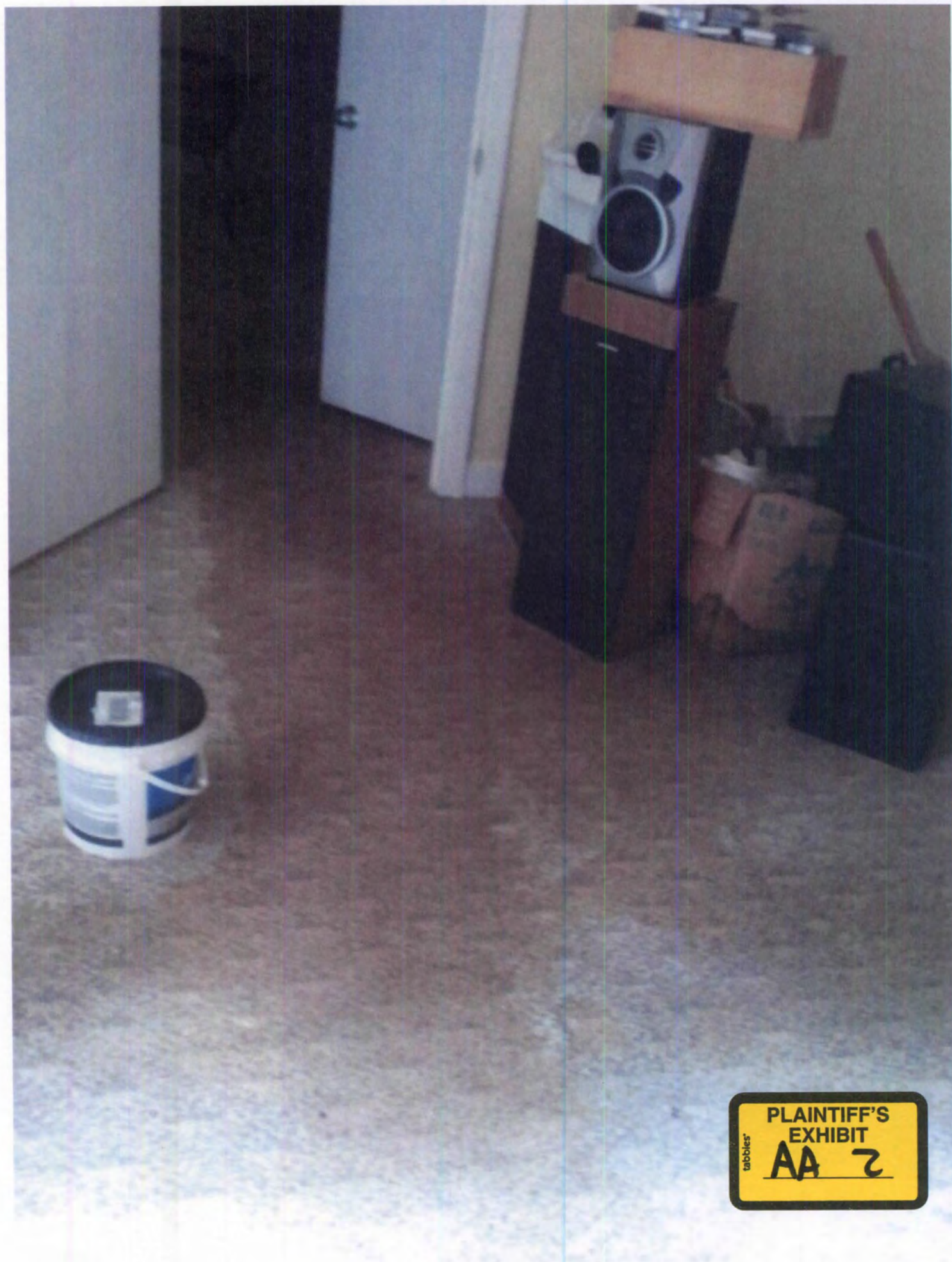






PLAINTIFF'S  
EXHIBIT  
AA 1  
tabbles





tabbles®  
PLAINTIFF'S  
EXHIBIT  
AA 2



**STATE OF NORTH CAROLINA**

File No.  
10SP267

In The General Court of Justice  
Superior Court Division  
Before the Clerk

Wilson County

FILED

Mortgagors-Grantors

Annette M. Hayes

2013 APR -8 AM 10:30

Mortgagee-Trustee

Rogers Townsend & Thomas, PC

WILSON COUNTY, C.S.C.

**REPORT OF FORECLOSURE  
SALE/RESALE**

Deed of Trust-Book and Page No.

recorded on April 17, 2003 in Book No. 1949 at Page 349

G.S. 45-21.26

If Not Recorded, Description of Property

Owners of Record, If Not Original Mortgagors

Annette M. Hayes

Report of Sale

By authority of the power of sale contained in the above Mortgage or Deed of Trust and by authorization of the Clerk of Superior Court, there having been default under the terms of the obligation secured, the undersigned offered for sale at public auction, and sold the real property described above.

Report of Resale

As directed by Order of Resale by the Clerk of Superior Court issued upon the default of the successful bidder in this foreclosure proceeding, the undersigned offered for resale at public auction, after due and lawful advertisement, and sold the real property described in the Mortgage or Deed of Trust described above.

Name and Address of Purchaser and Highest Bidder

Self Help Credit Union  
c/o Rogers Townsend & Thomas, PC,  
successor by merger to Kellam & Pettit, P.A.  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217

Amount Bid

\$ 74,278.55

Place of Sale

Wilson County Courthouse, North Carolina

Date

April 8, 2013

Time of Sale

10:00 AM

AM

PM

Date of Report

April 8, 2013

Name of Mortgagee-Trustee, Attorney-Agent

Rogers Townsend & Thomas, PC

Signature of Mortgagee-Trustee, Attorney-Agent

For Clerk's Use

Last Date for Upset Bid

4-18-13

Minimum Amount of Next Upset Bid

\$ 77,992.48

Amount of Deposit Required to Upset Bid

\$ 3899.62

Attention Clerk: Please fax upset bids to 704-973-0729 Attn: Post Sale Dept.

113266-00022

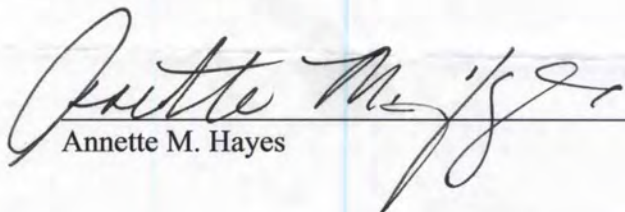




**VERIFICATION**

The undersigned Annette M. Hayes, being first duly sworn, deposes and says that she is the Plaintiff in the foregoing action, that she has read the foregoing **Verified Complaint**, and that the same is true of her own knowledge, except as to the matters stated upon information and belief, and as to those matters she believes them to be true.

This the 21 day of August, 2013.

  
Annette M. Hayes

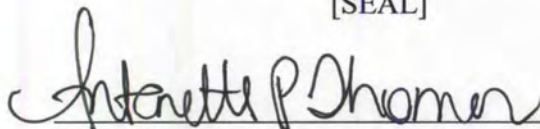
STATE OF NORTH CAROLINA

COUNTY OF Wake

Sworn to and subscribed before me,

this the 21 day of August, 2013.

[SEAL]

  
Notary Public

My Commission Expires: 02-17-2015

